

Singularart GTCS

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Singularart

General Terms and Conditions of Sale

1 - PURPOSE AND ENFORCEABILITY OF THE GTCS

2 - ACCEPTANCE

3 - ORDER

4 - SALE PRICE AND TERMS OF PAYMENT

5 - DELIVERY OF THE ITEMS

6 - RIGHT OF WITHDRAWAL

7 - STATUTORY GUARANTEES

8 - FORCE MAJEURE

9 - INTELLECTUAL PROPERTY

10 - DATA PROTECTION

11 - APPLICABLE LAW

12 - MEDIATION

13 - JURISDICTION

1 - PURPOSE AND ENFORCEABILITY OF THE GTCS

The purpose of the Singularart website is to exclusively present artworks from artists (hereinafter the "Sellers") to the users of the site (potential "Buyers"), and to give them the opportunity to discover and buy them online directly from the

Seller.

These general terms and conditions of sale are meant to define the terms and conditions for the online sale of the Items available on the site, and to define each party's rights and obligations in such a relationship.

The sales made through the Site are contracted directly between the Buyer and the Seller. Singulart is not, in any respect, a reseller of the Items proposed by the Sellers through the Site.

Singulart acts as a simple middleman in the context of the provision of the Site that allows Sellers and Buyers to connect.

As a result, Singulart is not a party to the contract which is concluded only between the Buyer and the Seller, who is the only Seller of the Items and therefore the only one bound to obligations arising therefrom.

2 – ACCEPTANCE

The unconditional acceptance of the entire general conditions of sale is mandatory to conclude the sale agreement, by both the Seller and the Buyer. The acceptance is confirmed by a box that needs to be checked on the Item order form.

3 – ORDER

The Items are offered for sale on the Seller's website, subject to their availability. Each of the Items offered comes with a short explanation sheet containing information about its substrate, its dimensions, its weight and type.

To order an Item, the Buyer must select the Item of his/her choice, place it in his/her cart and provide the necessary personal information to place the order (or identify him/herself, if he/she has a User account).

Before validating the order, the Buyer must check the information appearing on the order summary, and he/she can correct any potential mistakes in the items inserted, as well as read about the delivery costs.

The Buyer will be charged for the payment once the purchase is effectuated. Singulart will validate the availability within 48 hours.

If the Item is no longer available, an email informing the Buyer will be sent within 48 hours, canceling the order and processing a refund.

- SPECIFIC CASES OF ITEM CUSTOMIZATION REQUESTS

A "customization request" is defined as any change requested by the Customer that results in a modification of the initial characteristics of the Item (size, material, aspect...) listed on the product sheet of this Item.

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

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 be concluded under the terms of the General Terms and Conditions of Sale accepted by the Buyer and the Seller and available at www.Singulart.com.

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

4 – SALES PRICES AND TERMS OF PAYMENT

The Item's sale price is listed on the Site in the currency set by the Buyer and includes all taxes, excepting delivery and packaging fees if applicable.

The different methods of delivery and related costs are shown in the order summary. The delivery and packaging costs depend on the type of Item, its dimensions, its weight, as well as the place of delivery.

The payment of the Item price by the Buyer to the Seller is made via the payment services available from Singulart : credit card or bank transfer (which terms of use available at : www.Singulart.com)

Transfer of ownership happens as soon as the full price has been paid by the Buyer. Failure to pay the full price automatically cancels the sale, and the Item is put back for sale on Singulart's website.

5 - DELIVERY OF THE ITEMS

The delivery of the Items is made at the address provided on the order summary form, during the business hours and according to the procedures laid down by the carrier chosen upon ordering.

The Buyer must inform him/herself about the procedures and delivery schedules implemented by the various delivery services providers.

Obligations regarding the delivery of the order, meaning respecting the given schedules, the quality of the packaging for the Item, as well as the conformity of the later are the sole responsibility of the Buyer, Singulart's shall in no case be held liable for failure to comply by the Buyer, who is entitled to lodge a complaint against the delivery service provider.

The Buyer must, as soon as he receives the order, check the condition of the Item, and mention any reservation immediately and in writing, at the latest within 48 hours, to Singulart, who will transfer to the Seller.

6 - RIGHT OF WITHDRAWAL

Pursuant to article L.121-21 (law of 17 March 2014 relating to consumption) of the code of consumption, the Buyer has a period of 14 days from the delivery of the Item to use his/her right of withdrawal with the Seller, without any costs or reason (except if the Item has been the subject of a customization request from the Buyer).

Please be aware that our company's return policy extends beyond the 14-day period mandated by law. The Buyer may return the Item within 30 days from the date of delivery in accordance with our company's policy. This extended return period allows for added flexibility when shopping with us, with the exception of design products, items from 'Signature' for which the period of 14 days is applied.

If the Item is the subject of a customization request, the Buyer will not be able to exercise his right of withdrawal as from the date of pick-up of the work.

The Buyer may use his/her right of withdrawal with Singulart through sending an email to the following address contact@Singulart.com . Singulart will then be responsible for handling the cancellation from the Buyer and shall process the refund within 14 days following the date on which Singulart was informed about the Buyer exercising his/her right of withdrawal.

The refund applies to the price of the Item paid by the Buyer, as well as the return shipping costs.

The returned Items that are damaged or dirtied by the Buyer shall not be accepted, nor refunded, Singulart reserves the right to decide at its sole discretion.

7 - STATUTORY GUARANTEES

The Seller commits to respect and implement the statutory guarantees of the Buyer, i.e. : the guarantee of non-compliance and the guarantee of hidden defects.

8 – FORCE MAJEURE

In case of a situation of force majeure, the execution of the contract may be suspended or, if it is completed, cause the cancellation of the sale.

Expressly, are considered cases of force majeure or fortuitous events, those usually acknowledged by the jurisprudence of the French courts and tribunals, i.e. an event that is out of the control of the debtor, which could not have been reasonably expected at the time of the contract being concluded, and whose effects cannot be avoided by any appropriate measures.

The party invoking Force Majeure must immediately inform the other party, as well as upon its extinction thereof.

9 - INTELLECTUAL PROPERTY

The Seller guarantees that he/she is the author of the ceded Item and that the later does not violate any laws, regulations and standards in force, or affects the rights of third parties.

He/she commits to protect Singulart and the Buyer in case of any action brought by a third party about the ceded Item, as part of the warranty of quiet possession.

Upon the sale, the Seller assigns to the Buyer the material substrate of the Item. The Seller retains his/her moral right on the Item as well as the rights regarding its representation and its reproduction.

10 - DATA PROTECTION

Singulart gathers and retains the Buyer and the Seller's personal data to ensure proper execution of these terms.

Pursuant to the law No. 78 - 17 of January 6, 1978 relating to Information Technology, Files and Civil Liberties, the User has a right of access, modification, correction and deletion of his/her personal data processed via the Site, and the right to object to the communication of such data to third parties on justified

grounds by sending a request to the following address : contact@Singularart.com

The personal data provided by the Seller will be destroyed no later than six months after the cancellation of the account.

Singularart reserves the right to retain certain data in order to justify, when necessary, the perfect execution of their contractual or legal obligations. The stored data will be limited to what is strictly necessary for the operation of the service.

Singularart is committed to take all necessary measures to best protect the confidentiality of the information provided by the Seller and the Buyer.

11 – APPLICABLE LAW

These general terms and conditions of sale are governed by French

law. 12 – MEDIATION

In the event of a dispute, the User has a right of recourse with a Consumer Ombudsman for the amicable resolution of any dispute on the execution of these GTCS, as provided for in article L.611 - 1 and following, as well as R.612 - 1 and following of the Consumer Code.

The User will find the list of mediators on the government website dedicated to this purpose: <http://www.mediateurfevad.fr/>.

13 – COMPETENT JURISDICTION

Any dispute concerning the validity, interpretation or execution of these General Conditions of Sale shall be brought before the Paris Courts.