

# General terms of sale via Internet of the works of the artist Christian Rolland

Thank you for the trust which you give to me.

Here are the terms and the conditions which apply to your purchase on my site "etoiles-e-toiles.com" via Internet (in reference to the French law on the e-commerce). They describe the process of purchase via Internet as well as your rights. **If you have questions, do not hesitate to contact me directly :** [ch-rolland@neuf.fr](mailto:ch-rolland@neuf.fr)

Reference address for Christian ROLLAND :

212 rue de Bourgogne 45200 Montargis FRANCE

## General conditions

These general conditions apply when you ("Customer") place an order on my site "etoiles-e-toiles.com".

By accepting these General Conditions, you confirm that you are at least 18 years old or that you have the permission of your legal guardian and that you will respect the General Conditions.

By accepting these General Conditions, you understand and accept that any order, purchase or transaction is exclusively made between Christian Rolland, the seller and you, the Customer.

## Orders

When you receive a confirmation of order from me, your order is accepted and a purchase contract is concluded. I can refuse an order form for various reasons, for example if you supply incorrect personal data ...

You can cancel your order until the moment we confirm it. I would pay off to you then any payment which you or your society made for the order.

**Before any order, I advise you to contact me to make sure that the work is always available.**

Any commanded work stays my property until I received the complete payment from it.

## Information concerning the customer

It is of your responsibility to verify that the personal data which you supply me are correct and complete.

## Price, costs, etc....

**The prices concerning the works exposed on my site "etoiles-e-toiles.com" apply to the orders crossed on my site. These prices are expressed in Euros, clear of VAT and other possible tax.**

These prices do not include the expenses of payment or expedition and these will be separately passed on to you, before any purchase. Please note also that local expenses (such as the expenses of currency exchange, the expenses of credit or bank card, the tax of sale, the customs duties, etc.) can apply according to your place of residence and the local regulations. These expenses are at your expense and will not be paid off.

I suggest you settling your purchase by check (for an account in France only), banking Paypal/card or bank transfer.

**- To pay by bank transfer :**

Select "bank transfer" in the page "purchase and payment" and contact me to obtain my bank details by e-mail so that you can make the transfer.

### - To pay via Paypal or bank card :

Select "to Buy"   In the page "purchase and payment", you will be redirected on a page "Paypal".

Once on the page "Paypal", to seize the amount of the work in cartridge "price per item" may click on the button "continues" :

- If you pay via Paypal, seize your @mail and your identifier of account Paypal, then validate,
- If you pay by credit card, click the button " Pay with debit yet Credit Cart "; then fill the columns concerning your payment card and end with the button "Pay now".

For any means of payment, the work (s) will be sent from reception of your transfer.

### Security of payment:

I have no account access to the relative confidential information by means of payment Paypal which the buyer uses during the order. That is why the account ID of the buyer will be asked every new order. Indeed, only Paypal arranges confidential information which remain inaccessible in third parties.

### When will you be sold ?

When you pay a work banking by credit card, you are sold under 2 working days as from the date of your order.

### Obtain an invoice of the order :

When the work will be delivered to you, she will be accompanied by an invoice resuming prices including tax. This invoice will be also sent to you by e-mail.

## Delivery

**The delivery deadline for an order will be indicated to you in the confirmation of order, in reference to the information supplied by the supplier of the service of delivery.** In case of delay in delivery, I would inform you about it and would keep to follow the order. You can cancel the order if a delivery is delayed during more than 30 days and than the delay is not attributable you. According to the method of delivery, you will maybe have to remove the order from a specific delivery point. You have to do it for the deadline specified in the notification of the service of delivery. If you do not remove the delivery in time, expenses can be charged to you and the order can be sent back to me at your expenses. I can also cancel the order if the delivery is not received on time.

### Authenticity

My works are delivered with a certificate of authenticity giving evidence of their originality.

## Right to withdraw and politics of return

**You can cancel your order by informing me in 14 days as from the day when you received the commanded work.** You then have to send me a notification of retreat of purchase containing your name, your address, your e-mail address, the references of the order. You also have to, immediately and in 14 days from the date of the notification of retreat, send back me the out-of-the-way work to

your expenses. You are responsible for the state of the work during the expedition and I strongly recommend you to send this work packed well, in good condition and in the original packing.

**When you cancel an order, I pay off you the price which you paid for the sent back work, including the shipment charges for the standard delivery** (that is the method of the least expensive delivery, so that you will not receive from refund for the additional costs if you had opted for the express delivery or the equivalent). Of the amount to be paid off, I would deduct possibly any depreciation of the value of work if this depreciation is of your fact. The shipment charges are paid off only if the turned works establish the whole order and thus are not paid off if you cancel only one or certain works of a group order. I would pay off you the amount as soon as possible and in 14 days following the notification of retreat. I would delay however the payment until I received the works or the proof which they were sent to me (certificate of delivery). The refund will be paid as far as the feasible with the same method of payment as you used to buy the works removed, and unless otherwise agreed.

**Your right to withdraw does not apply to the contracts which relate to works which were realized according to your specifications or which are clearly personalized.**

## **Complaint for imperfection**

You can, in 2 months (or a longer period prescribed by the applicable law locally, but not exceeding 2 years) from the day when you received the work, **to lodge a complaint concerning a possible imperfection according to the application of the legislation of consumer protection.** You then have to send me a complaint mentioning your name, your address, your e-mail address, the number of orders and a specification of the concerned work by the complaint. You also have to lodge the complaint as soon as possible after the discovery of the defect. Any filing of complaints deposited in two months following the discovery of the defect will always be considered as put deposited in time.

I shall pay off to you defective work (s) according to the applicable legislation regarding consumer protection and I shall take in my account the cost of delivery of the works. I should try hard to proceed to this refund within 30 days as from the reception of a complaint and noticing that a refund must be made. I would also try hard to respect the relative directives in the work (s) defective supplied by the competent national authorities regarding protection of the consumers. The refund for complaint on the work (s) will be paid with the same method of payment as you used to pay the order, as far as the feasible, and unless otherwise agreed.

## **Limitation of responsibility**

Where necessary, the law does not plan other obligation, and my responsibility is limited to the direct damage and, on no account, I am responsible for consequential damage such as loss of income, depreciation, etc....

## **Intellectual property rights**

The names of works, the images which they represent, the design, the putting in display and the information which are associated with it, cannot be copied or used in whole or in part without my preliminary consent in writing.

## **Right to make mistakes**

I save myself the right to make mistakes on any image or typographical error on my site " etoiles-etoiles.com ", such as errors in the description of the works, the technical specifications, the inaccurate prices or the incorrect information on the availability. As a consequence, I have the right to correct any obvious error and, at any time, to modify or to update the information on my site "

etoiles-e-toiles.com " .

I try at the most hard to supply images the closest possible to the reality of the works, however, my images on the Web site are only proposed for illustrative purposes and their colors / arrangement / situation scenario can vary appreciably according to the configuration of your browser or your screen during the visualization, and also according to the arrangement of the environment in which you will arrange the work (s) received. The images are not contractual and do not guarantee that you can obtain exactly the same appearance or the same use.

## **Modifications on the general conditions**

I can modify these general conditions at any time. I reload the general conditions modified on my site site " etoiles-e-toiles.com " and they come into effect when you will have accepted them (within the framework of a new order via my site " etoiles-e-toiles.com " or during the browsing on my Web site).

## **Applicable right and disputes**

In case of dispute, I try hard to respect any decision of the competent national authorities regarding protection of the consumers.

Within the framework of payments by PAYPAL, you accept that PAYPAL is authorized to solve the dispute concerning the payment.