

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. SCOPE

These General Terms and Conditions of Sale (hereinafter «GTC») govern contracts concluded between the artist Élodie Merland (hereinafter «the Artist»), operating as a sole proprietorship (VAT exemption), and any customer (hereinafter «the Buyer») wishing to acquire original works or reproduction rights.

They apply to the exclusion of any other terms, including those of the Buyer, unless there is an express written agreement from the Artist.

## 2. PRODUCTS AND AVAILABILITY

The Artist offers unique original works as well as reproductions and reproduction rights.

Works presented on the website, in catalogues, or during exhibitions are provided for information purposes only. The availability of works may vary; an order is considered final only after written confirmation from the Artist and payment of the deposit.

## 3. ORDERS, DEPOSITS, AND DEADLINES

For any order of a custom-made work or a specific order, a deposit of 50% is required at the time of ordering. This deposit is forfeited in the event of cancellation of the order by the Buyer.

The balance must be paid prior to the delivery of the work and the certificate of authenticity.

Production Deadlines: Production times vary depending on the complexity of the ordered work and technical specifications. The Artist endeavors to inform the Buyer of a realistic estimate, but no firm deadline is guaranteed unless explicitly stated on the quote or order.

## 4. PRICES AND PAYMENT TERMS

Prices are indicated in Euros, all taxes included (VAT included), in compliance with the applicable VAT exemption.

Accepted payment methods are:

- Bank transfer;
- Cheque (payable to Élodie Merland);
- PayPal.

Failure to pay the balance within the specified time limits may result in suspension of delivery and the application of default interest at the legal rate.

## 5. DELIVERY AND SHIPPING

Works are shipped via Colissimo or a specialized carrier. Pickup at the studio (Dunkerque, France) is also possible.

Shipping costs are the exclusive responsibility of the Buyer and are not included in the price of the work, unless explicitly stated otherwise.

Responsibility for the work and the risks of loss or damage are transferred to the Buyer upon actual receipt of the work by the Buyer or their representative. The Artist disclaims any responsibility for damage occurring after this receipt.

## **6. RIGHT OF WITHDRAWAL**

In accordance with Article L.221-28 of the French Consumer Code, the 14-day right of withdrawal does not apply to contracts for the supply of goods made to the consumer's measure or clearly personalized, nor to goods which, by their nature, cannot be returned or are likely to deteriorate or expire quickly.

Given that original and unique works of art are concerned, the right of withdrawal is not applicable. The Buyer cannot therefore withdraw after the order, unless there is a friendly agreement between the parties.

## **7. INTELLECTUAL PROPERTY AND REPRODUCTION RIGHTS TRANSFER OF SUPPORT**

The sale of an original work transfers ownership of the physical support to the Buyer, but does not automatically transfer intellectual property rights (reproduction, representation, distribution rights).

Transfer of Rights: Any transfer of reproduction rights must be the subject of a specific written contract detailing:

- The scope of use (e.g., website, catalogue, advertising);
- The duration of the transfer;
- The geographical territory;
- Whether the transfer is exclusive or not;
- The specific price for these rights.

In the absence of a written contract, the Buyer has no reproduction rights on the purchased work.

The Buyer undertakes to respect the Artist's copyright, including the droit de suite (if applicable and due) and the prohibition of unauthorized reproduction of the work.

## **8. DATA PROTECTION**

Personal information collected during the order is intended for the administrative and accounting management of the Artist and is retained for a period of 10 years (statute of limitations for legal actions in commercial matters in France). They are never transferred to third parties.

## **9. DISPUTES AND APPLICABLE LAW**

These GTC are governed by French law. In the event of a dispute, the courts of the Artist's domicile (France) shall have sole jurisdiction, unless there is a contestation regarding the validity of the general terms and conditions of sale or the interpretation of the clauses, in which case the courts of the Buyer's place of residence may be seized.

ÉLODIE MERLAND  
VISUAL ARTIST

Siret: 52980440300028

contact@elodiemerland.net  
59240 Dunkerque, France