artkotnik.com

Terms of Use and Sale

Artist website (Singulart Studio)

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Courtesy translation. This English version is provided for information only. The French version is the only legally binding version; in the event of any discrepancy, the French version prevails.

artkotnik.com

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Part 1. Terms of Use

1.1 Purpose

These terms of use (the "Terms of Use") govern access to and use of the website artkotnik.com (the "Site"), which presents the portfolio of Elena Kotnik Mercade and allows artworks to be acquired under the conditions described in Part 2 (Terms of Sale, the "Terms of Sale"). The identity of the Site's publisher is set out in the Legal Notice https://artkotnik.com/en/legal/legal-notice.

1.2 Access to the Site

Access to the Site is free of charge, excluding internet connection costs, which are borne by the visitor. Elena Kotnik Mercade does not guarantee continuous or error-free access, and is not responsible for interruptions due to maintenance of the Site or to external causes (unavailability of the Singulart Studio service, failure of a technical provider, etc.).

1.3 Intellectual property

The artworks presented, their photographic reproductions, and the texts, biography and graphic elements of the Site are protected by intellectual property law and remain the property of Elena Kotnik Mercade, unless otherwise stated. Any unauthorized reproduction, representation or use, in whole or in part, constitutes an infringement within the meaning of Articles L.335-2 et seq. of the French Intellectual Property Code.

1.4 User conduct

The user of the Site undertakes not to use it for illegal or fraudulent purposes, and not to infringe the rights of Elena Kotnik Mercade or of third parties.

1.5 Contact form

Messages sent through the Site's contact form are routed by email, through the email delivery provider Customer.io, to Elena Kotnik Mercade (see the Site's Privacy Policy, "Contact form" section). Elena Kotnik Mercade is under no obligation to reply.

1.6 Liability

Elena Kotnik Mercade uses reasonable means to ensure the accuracy of the information published on the Site (artwork descriptions, availability, prices), without guaranteeing that it is error-free. In the event of an obvious error in the price or in an essential characteristic of an artwork, Elena Kotnik Mercade reserves the right to cancel the order concerned, the Buyer being refunded in full.

1.7 Changes to the Terms of Use

Elena Kotnik Mercade may change these Terms of Use at any time; the applicable version is the one in force on the date the Site is consulted.

Part 2. Terms of Sale

2.1 Scope

These Terms of Sale apply, from the moment Elena Kotnik Mercade activates the sales module on the Site, to any sale of an artwork concluded on artkotnik.com between Elena Kotnik Mercade, a professional seller (the "Seller", full identity in the Legal Notice), and the buyer (the "Buyer"). As long as this module has not been activated, no sale is offered on the Site and only the Terms of Use (Part 1) apply to its consultation. Once activated, these Terms of Sale prevail over any other document, unless otherwise agreed in writing.

Singulart SAS, publisher of the Singulart Studio service used by the Seller to create and operate the Site, is not a party to the sales contract concluded between the Seller and the Buyer, and acts solely as a technical intermediary for hosting and payment (see the Legal Notice and the Studio Terms of Use and Sale).

2.2 Artworks offered for sale

Each artwork is presented with its essential characteristics (technique or medium, dimensions, year, edition status, availability). The colors and proportions shown on screen may differ slightly from the original.

2.3 Price

The price displayed on each artwork's page is the price of the artwork **including all taxes**, excluding shipping costs. The applicable shipping costs, determined according to the delivery country indicated by the Buyer, are displayed separately on the artwork's page and summarized before the order is confirmed. The total price payable by the Buyer (artwork and shipping) is the one displayed when the order is confirmed. The applicable value added tax is that of the tax regime declared by the Seller. It is included in the displayed price, from which it is extracted when the invoice is drawn up, once the delivery country is known. Certain sales are exempt from VAT or outside its scope, in particular in the case of export or of the VAT franchise scheme (franchise en base); the invoice then bears the corresponding mention. In

any event, the tax breakdown appears on the invoice provided to the Buyer.

2.4 Order and payment

The order is placed via Stripe Checkout. The order confirmation button explicitly states that placing the order entails an obligation to pay (Art. L221-14 of the French Consumer Code). An order summary is sent to the Buyer electronically as soon as possible after the order is confirmed (Art. L221-15). The corresponding invoice is available to the Buyer as soon as the order is confirmed.

Payment is processed by Stripe. The transaction is collected **directly on the Seller's Stripe Connect account**, opened in the Seller's name: Singulart neither collects nor holds the proceeds of the sale. The Seller can only offer artworks for sale on the Site once this account has been verified by Stripe and payments have been enabled.

2.5 Delivery

- **Delivery area and cost:** shown on the artwork's page and in the order summary before confirmation.
- **Delivery time:** the time indicated to the Buyer, at the latest in the order summary, is binding on the Seller. Failing any indication, and in accordance with Article L216-1 of the French Consumer Code, the artwork is delivered without undue delay and no later than thirty days after the conclusion of the contract.
- **Transfer of risk:** the Seller ships the artwork and bears the risk of its loss or damage until it is actually handed over to the Buyer. It is the Seller's responsibility to take out transport insurance covering the value of the artwork.
- **Import duties and taxes:** where due, they are payable by the Buyer and are not included in the displayed price.

2.6 Right of withdrawal

In accordance with Article L221-18 of the French Consumer Code, a consumer Buyer has 14 days from receipt of the artwork to exercise their right of withdrawal, without having to give any reason or bear any costs other than those provided for below.

To exercise this right, the Buyer notifies the Seller of their decision before the period expires, using the model form attached as an annex or any unequivocal statement, at

contact@artkotnik.com.

Return costs: borne by the Buyer, in accordance with Article L221-23 of the French Consumer Code. This information is given to the Buyer before the sale is concluded (this clause) so that these costs can effectively be charged to them.

Refund: the price of the artwork (excluding return costs) is refunded to the Buyer within 14 days of receipt of the returned item or of proof of its dispatch, whichever is earlier.

2.7 Legal guarantee

In accordance with Articles L217-3 et seq. of the French Consumer Code, the artwork delivered must conform to the contract. Accordingly, the Buyer:

- has two years from delivery of the item to take action under the legal guarantee of conformity;
- may choose between repair or replacement of the item (Article L217-9 of the French Consumer Code), although the Seller may refuse the option chosen by the Buyer if it entails a manifestly disproportionate cost compared with the other option, taking into account the value of the item or the seriousness of the defect (Article L217-11) [NOTE: as each artwork is in principle a unique piece, an identical replacement is generally not possible in practice; the Buyer may then obtain a price reduction or the termination of the sale in accordance with Article L217-14];
- is exempt from proving the existence of the lack of conformity during the 24 months following delivery of the item (except for second-hand goods).

The legal guarantee of conformity applies independently of any commercial guarantee the Seller may grant.

The Buyer may also invoke the guarantee against latent defects in the item sold, within the meaning of Article 1641 of the French Civil Code. In that case, they may choose between termination of the sale or a price reduction, in accordance with Article 1644 of the French Civil Code.

2.8 Disputes and mediation

In the event of a dispute, the Buyer is invited to contact the Seller at contact@artkotnik.com in order to seek an amicable solution.

In accordance with Article L616-1 of the French Consumer Code, the Seller is a member, through Singulart, which bears its cost for all artists using Singulart Studio, of the following consumer mediator: Médiateur de la consommation FEVAD, BP 20015, 75362 Paris Cedex 08, mediateurfevad.fr. If a dispute is not resolved amicably, the Buyer may refer it to this mediator free of charge.

For information, a Buyer residing in the European Union may, for a cross-border dispute, contact the European Consumer Centre of their country of residence (www.europe-consommateurs.eu).

2.9 Governing law and jurisdiction

These Terms of Sale are governed by French law. If the Buyer is a consumer residing in the European Union, these Terms of Sale do not affect the rights granted to them by the mandatory provisions of the law of their country of residence, and they may bring proceedings before either the French courts or the courts of their place of residence. Otherwise, and for any Buyer who is not a consumer, the competent courts of the place of the Seller's registered office or domicile have exclusive jurisdiction.

2.10 Personal data

The processing of the Buyer's personal data in connection with their order (name, email address, telephone number where applicable, billing address, delivery address and recipient's name, language of the order) is described in the Site's Privacy Policy https://artkotnik.com/en/legal/privacy-policy.

Annex. Model withdrawal form (consumer Buyers)

(Complete and return this form only if you wish to withdraw from your purchase within 14 days of receiving the artwork.)

To: Elena Kotnik Mercade, Sant Josep 2, 08233 Vacarisses, Barcelona, Spain, contact@artkotnik.com

I hereby give notice that I withdraw from the contract for the sale of the artwork below:

Artwork ordered on: .....

Artwork received on: .....

Buyer's name: .....

Buyer's address: .....

Date: .....

Signature (only if notified on paper): .....