

# General Terms and Conditions of Sale

## Art-in-your-heart.com – Romuald Reber – In English

Veyrier, on 14.11.2022. – Version 1.0

### A. PURPOSE AND ENFORCEABILITY OF THE GTC

- a. The purpose of these general conditions of sale is to define the terms and conditions of online sale of the works present on the Site, and to define the rights and obligations of the parties in this relationship.
- b. The purpose of the Romuald Reber (hereinafter the "Art Agent") "Website" is Art-in-your-heart.com to present a selection of works chosen by the Art Agent of the artists he represents by an Art Agent mandate, and of the artists he advises only without a mandate, but with whom he is in commercial relationship. The Art Agent exhibits on the Site works, services of its partners, to users of the Site (hereinafter the "Buyers") and gives them the opportunity to discover and buy them, after request to the Art Agent.
- c. Sales made through the Site are concluded directly between the Buyer and the Artist (hereinafter the "Seller").
- d. The Art Agent is in no way a reseller of the works offered through the Site.
- e. The Art Agent acts as a facilitator of buying and selling.
- f. The Art Agent is not a "party" to the sales contract which is concluded solely between the Buyer and the Seller, who is the sole Seller of his works and is solely bound by the obligations arising therefrom.
- g. The conditions of sale set by the Seller in each of its offers, the provisions of the law of obligations and contractual liability apply to the sales contract concluded between the Buyer and the Seller.

### B. Unreserved acceptance of these General Terms and Conditions of Sale.

- a. This acceptance is materialized by the order, confirmation of the order by the Art Agent, and the payment of the buyer.

### C. Availability request

- a. The Buyer requests the availability of the artworks as well as confirmation of the sale price.
  - i. By email.
  - ii. Through the contact form of the Site.
  - iii. By phone.
  - iv. By message from other platforms.
  - v. Orally.

### D. Guarantee. Warranty conditions that apply to the goods or services sold during the transaction.

- a. A personalized warranty, from the Seller, on the work may be determined upon order confirmation by the Art Agent. Improper use and lack of good care at work voids the warranty and the buyer does not justify using it.

- b. The Seller undertakes to respect and document the guarantees enjoyed by the Buyer, namely: the guarantee of non-conformity and the guarantee of hidden defects.
      - c. For the services requested from the Art Agent, the general conditions of sale will be determined and completed at the specification of the mandate.
- E. Data protection. Use of collected data, encryption techniques, etc.
  - a. See the page of the Site dedicated to this subject: <https://art-in-your-heart.com/private-policy/>
- F. Commands. Terms of invoicing, payment, VAT, deliveries, etc.
  - a. The buyer asks the Art Agent for the availability of the work and its price.
  - b. The price may or may not be displayed on the Site.
  - c. The Art Agent will confirm the availability of the work with its price.
  - d. The buyer wishing to continue his purchase must send the details of the delivery of the work to the Art Agent.
    - i. Delivery charges may be added to the prices displayed.
    - ii. If delivery costs are included in the price, the buyer will be informed.
  - e. The Art Agent is not subject to VAT and cannot charge it.
  - f. The buyer will bear the customs fees, and all taxes and fees requested by the country of destination.
  - g. The terms and delivery times offered by the various delivery providers will be chosen by the Seller and confirmed by the Art Agent.
  - h. The obligations concerning the delivery of the order, namely the respect of the announced deadlines, the quality of the packaging of the work, as well as the conformity of it weigh solely on the Seller, the responsibility of the Art Agent can in no way be engaged in case of failure of the Seller, the latter can exercise a claim against the delivery provider.
- G. Payment of the purchase.
  - a. The buyer has 48 hours to confirm his purchase. After the work is no longer reserved.
  - b. The Art Agent will communicate the accepted means of payment.
  - c. Payment is made at the order confirmation.
  - d. Only the receipt of payment by the Art Agent validates the order.
  - e. Delivery will be made after receipt of payment.
- H. Delivery. Deliverable areas, delivery times, etc.
  - a. Deliveries can be made to all regions of the world.
    - i. The Art Agent reserves the right not to be able to deliver a work in a region of the World.
  - b. Delivery times vary depending on the place of destination and the nature of the work and the carrier.
- I. Responsibilities.
- J. For example, liability in case of alteration of the goods during shipment.
  - a. The Buyer undertakes, upon receipt of the order, to check the condition of the work, and communicate any reservation in writing and without delay, at the latest within 48 hours, to the Art Agent, who will transmit them to the Seller.
- K. Right of revocation
  - a. Swiss law does not provide for any withdrawal period or other right of return for e-commerce once the order has been placed. On the other hand, the Art Agent, imposes on the Seller who exhibits and trades through the Site, this possibility.
  - b. Withdrawal period.

- i. The Buyer has a period of 14 days from the delivery of the work to notify the Seller of his right of withdrawal, free of charge and without reason (except if the work has been the subject of a request for personalization by the Buyer).
- L. Returns. Trade-in or exchange policy.
  - a. The Buyer has a period of 14 days from the delivery of the work to withdraw from his purchase.
  - b. The costs of return delivery are the responsibility of the Buyer who is responsible for returning the work in the condition in which he received it to the address of shipment.
  - c. The return is only at the place of shipment.
  - d. Upon receipt of the work, the Seller will inspect the returned item and inform the Art Agent of its conformity.
  - e. The Art Agent will refund the work to the buyer, if the return is compliant only, less delivery costs for the purchase, and will deduct damages to the work if found by the Seller.
  - f. Works returned damaged or soiled by the Buyer will not be returned or refunded, the Art Agent reserving this choice at its sole discretion.
- M. Applicable law and place of jurisdiction. Law and competent court in case of dispute (reference to Swiss law) by articles 184 and following of the Code of Obligations, to the exclusion of any other foreign legislation. The place of jurisdiction is Geneva, Switzerland.
- N. End of general conditions of sale.