

# **GENERAL CONDITIONS**

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PDF version

This document specifies the general terms of use (hereafter referred to as the "GTU") of the website [www.latlas-art.org](http://www.latlas-art.org) (hereafter referred to as the "**Website**"), in addition to the general terms of sale for the products available on the Website, (hereafter referred to as the "**GTS**"), with the GTU and the GTS being jointly referred to hereafter as the "**General Conditions**").

The contact details for the Website's publisher and host are shown in the Website's [legal information](#).

## **I. GENERAL TERMS OF USE (GTU)**

The GTU apply to any person using the Website for the purpose of consulting the content published online and the products offered for sale (hereafter referred to as the "**User**").

### **1. Personal data – Data protection (CNIL)**

1.1 When consulting the Website and/or ordering the products proposed for sale on the Website, the User supplies personal information (including his first name, last name, e-mail address, invoicing or delivery address, telephone number and IP address) making it possible to identify him and/or to identify a third party (hereafter referred to as the "**Personal Data**").

1.2 The User must ensure that the Personal Data supplied is sincere and accurate, and agrees to provide notification of any changes of, or modification to the said data.

In the event that the User supplies Personal Data belonging to third parties, it is his responsibility to notify the latter and to obtain their prior consent concerning the submission of this information for the purposes mentioned hereafter.

The User will be considered solely liable for any loss or damage caused to whomsoever due to the provision of erroneous, inaccurate or incomplete information.

1.3 The collection and processing of the Personal Data complies with French law number 78-17, of January 6, 1978 concerning information technology, computer files and personal liberty (hereafter referred to as the "**French Data Protection Act**" [*Loi Informatique et Libertés*]) and are the subject of a prior declaration to the CNIL (French data protection authority), recorded under the number 2108276 v 0.

1.4 The processing of the Personal Data is performed for the following purposes:

- The creation of an account, which will enable the User to log in to the Website.
- The management and processing of orders for products purchased on the Website, with it being hereby specified that the personal data indicated by an asterisk, supplied by the User when ordering the products, is vital to the processing and forwarding of orders

and the issuing of invoices. Without this information the order cannot be confirmed.

- And, if the User has accepted this in advance, the sending of prospection e-mails and/or text messages, newsletters, promotional offers and/or information concerning special sales, from which the User may unsubscribe by clicking the unsubscribe link shown at the bottom of each e-mail received, and by replying STOP to each text message received.

1.5 Pursuant to the French Data Protection Act, the User has a right to access, rectify, oppose (on legitimate grounds) and delete his Personal Data, which he may exercise by sending an e-mail to [contact@latlas-art.org](mailto:contact@latlas-art.org).

1.6 The Personal Data will be stored by the data controller for the time required to fulfil the objectives for which the said data is collected and, in all cases, for the time required to establish proof of a right, a legal obligation or a contract.

1.7 The Personal Data may be supplied, in whole or in part, to the Website's service providers involved in the order process described in the GTS, which the User expressly accepts.

1.8 On the other hand, the Personal Data may not be supplied to the Website's business partners for commercial prospection purposes without the User's prior and express consent.

## **2. Intellectual property rights**

2.1 All of the Website's visual content (photographs, text, drawings and images) and where applicable its audio content, including the underlying technology used, are protected by intellectual property rights held by the Website or by a third party authorising the Website to use them.

2.2 Any person publishing a website and wishing to establish a direct hypertext link to the Website must request authorisation from the Website by writing to [contact@latlas-art.org](mailto:contact@latlas-art.org).

2.3 Any unauthorised reproduction of the above-mentioned content, on any medium whatsoever, will expose the offending parties to legal action.

## **II. GENERAL TERMS OF SALE (GTS)**

The GTS apply to orders for products proposed for sale on the Website (hereafter referred to as the "Products") placed by a User possessing the status of consumer as defined in the introductory article of the Consumer Code (hereafter referred to as the "**Client**")

### **1. General information concerning the GTS**

1.1 The contract of sale is concluded between the Client and Jules Dedet whose contact details are shown in the [legal information](#) (hereafter referred to as the "**Seller**", with the Client and the Seller being hereafter referred to jointly as the "**Parties**").

The GTS define the Parties' rights and obligations.

Along with the online order confirmation, the GTS constitute the contractual documents applicable to the Parties, to the exclusion of any other document, catalogue or Product photographs, which are provided for information purposes only.

The Client expressly agrees that the GTS and the order confirmation may be supplied to him on a durable electronic medium.

1.2 By confirming the order, the Client confirms his acceptance of the GTS applicable on the date the order is placed.

By specifically ticking the box provided for this purpose when placing his order then confirming his order, the Client acknowledges that he has received the GTS before confirming his order and expressly declares that he unreservedly accepts them.

The Client is invited to carefully read, download and print the GTS and to retain a copy of them.

1.3 The applicable GTS are those in force on the order date, as displayed on the Website and brought to the Client's attention before he confirms his order.

The Seller recommends that the Client reads the GTS for each new order, with the latest version of the said conditions applying to any new order for Products.

1.4 The fact that at a given moment the Seller chooses not to avail himself of any of the clauses of the GTS may not be interpreted as a renunciation of his entitlement to do so subsequently.

### **2. Products**

#### *2.1 Product Characteristics*

The Products proposed are those shown in the Website's online catalogue under the "Store" tab.

Each Product is accompanied by a description enabling the Client to familiarise himself with the essential characteristics of the Product (including among others the nature of the Product, the Product price, its title, the year it was created and its sizes).

The photographs illustrating the Products are non-contractual, which the Client expressly acknowledges.

## *II.2.Product Conformity*

The Products comply with the requirements of French law applicable at the time they are marketed.

## *2.3 Product Availability*

The Products will be proposed for sale and delivered subject to available stock.

When a Product becomes unavailable it is generally withdrawn from the online Product catalogue.

However, some processing time may be required before the Product stocks are adjusted accordingly.

In the event that the ordered Product is unavailable, the Client will be immediately informed of this, with the Seller being entitled to propose a product with equivalent characteristics or, failing this, a voucher for the order value which may be used for any subsequent order.

In the event of disagreement on the part of the Client, the Seller will reimburse the Client for the sum paid by him within a period of one month as from this disagreement being expressed.

Apart from the reimbursement of the sum paid to purchase the unavailable Product, the Seller is not required to pay any cancellation compensation.

### **3. Sales price and costs**

3.1 For each of the Products, the sales prices are shown in euros inclusive of VAT (€ incl. VAT), excluding the delivery costs mentioned before the confirmation of the order and invoiced as an extra (hereafter referred to as the "**Sales Price**").

The prices include value added tax (VAT) at the rate applicable on the order date. Any modification to the applicable rate may have an impact on the Product prices as from the date on which the new rate takes effect.

3.2 The total sum of the Sales Price and the additional delivery costs to be paid by the Client (hereafter referred to as the "**Order Total**") will be shown after the Client has entered the shipping address for the Product and in all cases before the finalisation of his order and on the order summary.

3.3 If customs duties, local taxes or import duties are payable, these taxes and duties will be borne by the Client and will be his total responsibility in terms of declarations or payments to the relevant authorities and/or bodies. It is the Client's responsibility to obtain the necessary information from the relevant authorities.

## **4. Orders**

### *4.1 Order process*

To place an order via the Website, the Client must first:

- Be a natural person aged at least 18 years old on the date the order is placed, and possess the necessary legal capacity.
- Consult the description of the Product(s) he envisages ordering by clicking on "Go to Product Page".
- Add the desired Product(s) to his virtual shopping cart by clicking on "Add to Cart".
- Check the details of his virtual shopping cart.
- Where applicable, add a promotional code in the "Coupon Code" box and click on "Apply Coupon".
- Consult the estimated Delivery Costs and delivery times.
- Click on "Proceed to order".
- Log in to his account if necessary using his username and password, or, if he does not have an account, complete the Invoicing and Delivery sections.
- Accurately complete the compulsory information sections indicated by an asterisk.
- Check the Delivery costs and dates, which will be recalculated once the shipment address has been entered.
- Consult the Order Total
- Consult the GTS in full then tick the "I have read and accept the general terms of sale" box.
- Click on "Order".
- Select one of the payment methods proposed by the Website.
- Pay using the chosen secure payment method.

Before clicking the "Order" button, the Client has the possibility to check his order details at any time and return to the previous pages to correct any possible errors or to modify the contents of his virtual shopping cart.

### *4.2 Order confirmation*

Once all of the steps described above have been completed, a page appears on the Website summarising the Client's order.

An e-mail confirming receipt of the order and its payment will be sent by the Seller to the e-mail address entered by the Client as soon as possible.

The Seller reserves the right to refuse any order on legitimate grounds and more particularly if the quantities of Products ordered are abnormally high in the case of clients possessing the status of consumer.

## **5. Contract**

### *5.1 Establishment of the contract*

The contract of sale is constituted at the moment the Client sends confirmation of his order and the Seller receives payment in full.

### *5.2 Cancellation of the contract*

The contract may be cancelled by the Client by sending a registered letter with acknowledgement of receipt to the customer service department at the following address: Service Clientèle de l'Atlas, 1 Sente Giraud, 93260 Les Lilas, France, or by sending an e-mail to [contact@latlas-art.org](mailto:contact@latlas-art.org) in the following cases:

- The delivered Product does not match the description.
  
- The delivery times mentioned when the order was finalised have not been respected and the Product has not been delivered within 30 days following the date on which the Seller is enjoined to carry out delivery within a reasonable additional timescale.

The Client may then demand a reimbursement of the price he has paid.

## **6. Payment**

The price is payable in full after confirming the order and may only be paid using one of the payment methods proposed on the Website.

The Client guarantees the Seller that he possesses all of the authorisations required to use the chosen means of payment.

The Seller will take all necessary measures to guarantee the security and confidentiality of the data supplied online during payment online via the Website.

## **7. Delivery**

### *7.1 Delivery costs, delivery dates and lead times*

7.1.1 The delivery costs will be displayed once the Client has entered the shipping address for the Product and in all cases before the finalisation of his order.

The delivery costs will be borne exclusively by the Client.

7.1.2 The delivery lead times displayed in working days on the Website at the time the order is finalised (hereafter referred to as the "**Delivery times**") only commence following the sending of the e-mail by the Seller, confirming to the Client that payment in full has been received for his order.

The working days are calculated from Monday to Friday, excluding French public holidays (and/or public holidays in Alsace-Moselle, where applicable).

7.1.3 In the event that the Delivery Times are not met and after unsuccessfully enjoining the Seller to deliver within a reasonable additional timescale, the Client may cancel the contract in accordance with the conditions of article 5.2.

### *7.2 Delivery details*

UPS (hereafter referred to as the "**Carrier**") will handle the delivery of the Products to the address entered by the Client when placing his order.

Delivery is made via the direct handover of the Products to the Client by the Carrier or failing this by sending an ex-works delivery notice.

If it proves impossible to deliver on the scheduled delivery date due to inappropriate or insufficient information, access difficulties not stated beforehand by the Client or if the Client is absent, the Client must arrange a new appointment with the Carrier or collect the Products ordered within the deadline and at the location mentioned on the ex-works delivery notice.

Any possible supplementary costs payable to the Carrier in this situation will be exclusively borne by the Client.

Any Products ordered and not collected by the Client despite the appointments made with the Carrier will be returned to the Seller, who may terminate the order as of right and retain the payment.

The Client expressly renounces any possibility to submit any claim against the Seller in the case of Products which are ordered and not collected.

### *7.2 Delivery location*

The Product will be delivered to the shipping address entered by the Client when placing his order.

The information entered by the Client when placing his order will be considered binding upon him: in the event of any error or inaccuracy in the wording of the recipient's address and contact details, the Seller will not be considered liable if he finds it impossible to forward the order confirmation details and/or to deliver the Products via the Carrier.

### *7.3 Reception of the Products*

At the time of delivery, the Client must obligatorily open the pack and unpack the Products in the Carrier's presence and check that the delivered Products match his order and/or that the Products are not damaged before signing the delivery slip.

In the event of an anomaly (an error concerning the product or a damaged product) the Client must:

- Precisely record the nature of his objections on the delivery slip. These objections must be handwritten, detailed, dated and signed.
- Refuse the said Product and forward his comments and objections to the Seller within a period of 5 (five) working days by e-mail to [contact@atlas-art.org](mailto:contact@atlas-art.org) and at the same time by registered letter with acknowledgement of receipt, to the customer service department at the following address: Service Clientèle de l'Atlas, 1 Sente Giraud, 93260 Les Lilas, France.

If the Client does not issue comments and objections at the time the Product is received, the delivered Product will be considered satisfactory and may not be the subject of any subsequent complaint, claim and/or contestation, outside the scope of the legal warranties

described in article 8, and the Client's right to exercise his right to withdraw, as provided for in article 10 of the GTS.

### **8. Legal guarantees & warranties**

The Seller is bound by the legal guarantee of conformity mentioned in articles L. 217-4 to L. 217-12 of the French Consumer Code and that concerning hidden defects in the thing sold, pursuant to the conditions of articles 1641 to 1648 and 2232 of the French Civil Code.

Any request issued under the terms of the legal guarantees must be sent by the Client to the Customer Service department by e-mail at [contact@atlas-art.org](mailto:contact@atlas-art.org) and at the same time by registered letter with acknowledgement of receipt to the customer service department at the following address: Service Clientèle de l'Atlas, 1 Sente Giraud, 93260 Les Lilas, France.

With regard to the legal guarantee of conformity, the Client:

- Has a period of two years as from the delivery of the product in which to act;
- May choose between the repair or replacement of the ordered product, subject to the cost conditions provided for in article L.217-9 of the consumer code;
- Is not required to provide proof of the existence of the conformity defect concerning the product during the twenty-four months following delivery of this product.

The Client may decide to avail himself of the warranty against hidden defects with the Product under the terms of article 1641 of the French Civil Code, and in this case he may choose between the cancellation of the sale or a reduction in the sales price pursuant to article 1644 of the Civil Code.

Pursuant to article L.217-15 of the French Consumer Code, the legal texts concerning the legal guarantees are reproduced below:

Article L.217-4 of the Consumer Code: *The seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefore under the terms of the contract or had it carried out under his responsibility.*

Article L.217-5 of the Consumer Code : *To conform to the contract, the product must: 1. Be suitable for the purpose usually associated with such a product and, if applicable: - correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; - have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling; 2. Or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.*

Article L.217-12 of the Consumer Code: *Action resulting from lack of conformity lapses two years after delivery of the product.*

Article 1641 of the Civil Code: *The seller is bound to a warranty against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects.*



Article 1644 of the Civil Code: *Under Articles 1641 and 1643, the buyer has the choice either to return the thing and to have the price returned to him or to keep the thing and have a part of the price returned to him.*

Article 1648 paragraph 1 of the Civil Code: *An action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the defect.*

## **9. Liability**

The Seller may not be considered contractually liable in the event of delays in the performance of his contractual obligations or the non-performance of the said obligations when the delays or non-performance in question are the fault of the Client, including when entering his order, or the fault of the Carrier, or due to the insurmountable and unforeseeable acts of a third party, or due to force majeure circumstances as defined by the case law of the French courts.

## **10. Cooling-off period (right of withdrawal)**

### *10.1 Deadlines and terms applicable to the right of withdrawal*

The Client has a period of 14 days as from the receipt of the Product by the Client or the third-party recipient designated by the Client to exercise his right of withdrawal without needing to justify the grounds for this or to pay any penalties, with the exception of the return carriage costs.

In the case of the delivery of an order comprised of several Products delivered in several deliveries or in the case of an order for a single Product delivered in several batches, the cooling-off period begins on the date the last Product or the last batch delivered is received.

To exercise his right of withdrawal, the Client must notify the Seller in writing of his decision to withdraw, by means of an unambiguous declaration to this effect before the expiry of the cooling-off period (writing by letter to the customer service department at the following address: Service Clientèle de l'Atlas, 1 Sente Giraud, 93260 Les Lilas, France or by e-mail to [contact@latlas-art.org](mailto:contact@latlas-art.org)).

In all cases, it is the Client's responsibility to prove that he has exercised his right of withdrawal in compliance with the forms and deadlines required by law.

### *10.2 The effects of withdrawal*

In the event of withdrawal, the Client will receive a refund of the Sales Price, within a maximum period of 14 days as from the date on which the Product concerned was actually returned to the Seller.

The Product must be returned by the Client in its original packaging and within a maximum period of 14 days following the announcement of his decision to withdraw.

The return carriage costs for the Product will be borne exclusively by the Client.

If the returned Product or its packaging have been damaged and if this damage makes it unfit for resale, the refund will be reduced on a case-by-case basis according to the level of damage or deterioration suffered by the Product or its packaging.

### *10.3 Withdrawal form*

To make it easy for the Client to exercise his right of withdrawal, the Client may use [this form](#).

## **11. Mediation**

### *11.1 Initial complaint*

In the event of a dispute, the Client should contact the Seller's customer service department as a priority, by e-mailing the address [contact@atlas-art.org](mailto:contact@atlas-art.org), by letter, writing to the customer service department at the following address: Service Clientèle de l'Atlas, 1 Sente Giraud, 93260 Les Lilas, France, or by telephone 01 79 63 32 53 (non-premium rate number, excluding any possible costs applied by the operator).

### *11.2 Requesting mediation*

If the complaint is rejected by the Seller's customer service department or in the absence of a reply from the Seller within a period of two months, the Client may refer his complaint to a consumer ombudsman (*Médiateur de la consommation*) in accordance with the conditions provided for in articles L.611-1 and following of the Consumer Code.

On this particular point, the Client is hereby informed that the Seller has chosen Medicys, situated at 73 Boulevard de Clichy, 75009, Paris, <http://www.medicys.fr/>, who will seek to independently and impartially reconcile the Parties with a view to achieving an amicable solution.

Within the European Union, the European Commission has set up an online dispute resolution system, available at the following address: <https://ec.europa.eu/consumers/odr/>.

As mediation is not compulsory, the Client also remains free to refer the matter to the courts with jurisdiction for the matter, pursuant to the conditions of common law.

## **12. Archiving - Proof**

Any contract concluded with the Client for an order of a value exceeding 120 euros inclusive of tax will be archived by the Seller for a period of ten (10) years pursuant to article L. 134-2 of the Consumer Code.

The Seller's computerised records will be considered by the Parties as constituting proof of the communications, orders, payments and transactions between the Parties.

## **III. PROVISIONS COMMON TO THE BOTH THE GTU AND GTS**

3.1 *Availability*: The General Conditions are referenced and accessible at the bottom of each page of the Website by means of a link.

The General Conditions are drafted in French and English. In the event of any contradiction between the two versions, the French version will take precedence.

3.2 *Acceptance and modification*: The use of the Website and/or the ordering of Products by the User and/or the Client implies express acceptance of the General Conditions.

The General Conditions may be modified and replaced by a new version published on the Website. It is the responsibility of the User and/or the Client to consult them for each new use and/or each new order for Products, with the applicable conditions being those in force at the

time the Website is used and/or at the time the contract of sale is concluded, with the Client being made aware of these before confirming his order.

*3.3 Applicable law and jurisdiction:* The General Conditions are governed by French law, subject to the application of any imperative rules of the country in which the Client has his usual place of residence.

Any dispute concerning the performance or interpretation of the General Conditions will be submitted to the court with jurisdiction for the matter in accordance with the applicable legal provisions, and in particular article R. 631-3 of the Consumer Code and article 46 of the Code of Civil Procedure.

*3.4 Independence of the contractual clauses:* If one of the clauses of the GTU and/or the GTS is found to be null or void, it will be considered as unwritten and will not result in the invalidation of the other clauses.

If one or several stipulations of the GTU and/or the GTS lapse or become null or void, or are declared as such in application of a law, a rule, or following a final legal ruling issued by a court with jurisdiction for the matter, the other stipulations will retain their binding effect and scope.

The stipulations declared null and invalid will then be replaced by stipulations matching the meaning and scope of the initially agreed stipulations as closely as possible.

Withdrawal Form

*This form may be completed if the Client wishes to exercise his right of withdrawal within the deadline available to him.*

For the attention of the customer service department: Service Clientèle de l'Atlas, 1 Sente Giraud, 93260 Les Lilas, France

I would like to hereby inform you of my withdrawal from the contract concerning the sale of the product mentioned below (add the commercial reference for the product)

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Ordered on [·] / received on [·] :

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Order number:

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Client's last name and first name:

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Address of the client and where applicable of the beneficiary of the order:

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Client's signature (if this form is submitted in paper form)

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Date

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