

- A F I K A R I S -

General Terms and Conditions of Sale

The Site (as defined here below) is operated by the French company AFIKARIS SAS, having its registered seat at 19 boulevard Barbès, 75018, Paris 18, and registered under no. 842 950 164 RCS PARIS.

In connection with the delivery of services provided by AFIKARIS, additional terms and conditions may apply, of which You will be informed in each individual case.

We advise You to please review these General Terms and Conditions of Sale (hereinafter "GCS") carefully before buying, making an offer or inquiring about any Product on AFIKARIS. By buying, making an offer or inquiring about a Product on AFIKARIS, You signify Your agreement to be bound by these conditions.

1- PURPOSE OF THE GCS

These GCS describe the relationship between AFIKARIS and the buyers and prospective buyers (the "Buyer", "You", "Your") that use the website afikaris.com, and its services (collectively, the "Site", "We"). By using the Site to buy, make an offer on or inquire about Products (as define below) presented by the Site, You agree to be bound by these GCS.

2- AMENDMENTS TO THE GCS

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these GCS at any time. You will be subject to the GCS in force at the time that you order Products from us, unless any change to those GCS is required to be made by law or government authority (in which case it may apply to orders previously placed by you). If any of these GCS is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

3- DESCRIPTION OF THE PRODUCTS

- 3.1. The Site presents art works (hereinafter, the "Products") directly from artists' and offers them for sale, as an intermediate platform. AFIKARIS is not, in any respect, a reseller of the Products.
- 3.2. For each Product, the Site provides You with a biography of the artist, the Product information about its substrate, its dimensions, its technique, its type, etc.
- 3.3. The Products presented on AFIKARIS are original works; they are accompanied by a certificate of authenticity from the artist.

4- ACCESS TO THE Site AND PURCHASE

4.1. The Buyer may be:

- any natural person aged 18 or older having full legal capacity to agree to the present GCS.
- any natural person who does not have full legal capacity under the supervision of their legal representative.
- any legal person acting through the intermediary of a natural person having legal capacity to enter into contracts in the name and on behalf of the legal person.

4.2. The works of art are offered for sale and can be delivered worldwide.

5- PURCHASE A Product

5.1. For most of the Products, You may need to ask for the price or to make an offer. The price is hidden by choice of the artist; it does not mean it is more expensive.

5.1.1. To ask for the price You shall click on the "Ask for Price" button and fill the "Ask Price" form. You will receive an e-mail or a phone call from AFIKARIS to notify prices.

5.1.2. To make an offer You shall click on the "Make an Order" button and fill the "Make an Offer" form. You will receive an e-mail or a phone call from AFIKARIS to accept Your offer or to respond with a counter-offer.

5.2. For some Products, You may be able to place orders directly to purchase them online using the online purchase feature ("Online Purchase"). Where available, the Online Purchase feature will be indicated on the Site with a "Add to Cart" button. Online Purchase orders are binding on the buyer. When You place an order using the Online Purchase feature, You are required to complete the transaction subject to these GCS.

5.2.1. In cases where You Add To Cart a Product on the Site, then, You may find Your order in Your shopping cart. You have the possibility to "Remove From Cart" the Product at any time. To buy the Product, You shall:

5.2.1.1. enter Your contact information or log in into Your AFIKARIS account.

5.2.1.2. enter Your shipping address (which may be different from the invoicing address).

5.2.1.3. click on the "Continue to Shipping" button and choose Your shipping method.

5.2.1.4. click on the "Continue to Payment" button and enter Your payment details.

5.3. The contract is concluded upon the confirmation of the payment by the bank.

5.3.1. The Product will not be shipped until confirmation of the payment by the bank.

5.3.2. Once the payment is finalised, the Buyer shall receive an email containing the acknowledgement of receipt of the payment.

6- PRICES AND PAYMENT TERMS

6.1. The sale prices of the Products are displayed on the Site or informed by AFIKARIS via e-mail or telephone.

6.1.1. The prices are indicated in Euros.

6.1.2. All prices are inclusive of legally applicable VAT.

6.2. The sale prices of the Products may not include applicable delivery charges. The Buyer shall be informed prior to ordering.

6.2.1. In cases where the sale prices do not include applicable delivery charges, delivery charges shall be invoiced in addition to the price of the purchased Products.

6.2.2. The Buyer shall be informed of the amount of the applicable delivery charges prior to the validation of the order.

6.2.3. For deliveries to countries outside the European Union, customs duties or local taxes may be

payable and invoiced upon receipt of the package by the Buyer, in addition to the price paid to AFIKARIS. AFIKARIS cannot determine the exact amount of these duties in advance and therefore cannot inform the Buyer prior to ordering; they are the responsibility of the Buyer, who is solely liable for the proper implementation of any declarations and/or formalities relating thereto.

6.3. You can pay by credit card or wire transfer; both are perfectly secured and received on a French bank account.

7- RESALE

The buyer must not re-offer any purchased property for sale until the buyer has paid for the property in full and has otherwise assumed legal ownership and physical possession of the property subject to these Conditions.

8- DELIVERY

8.1. Deliveries of the purchased Products are made to the address indicated at the time of the Buyer's order as "shipping address" (which may be different from the invoicing address) and within the time limit indicated in the payment confirmation email.

8.2. You shall receive a call to arrange a slot for the delivery.

8.3. Change of shipping address after the effectuation of the order is not often possible for logical reasons. You can always contact us, if You wish to change the shipping address; we will study the possibilities in function of Your order.

8.4. Upon the reception of Your order, it is Your responsibility to open the package to verify the state of the delivery.

8.4.1. In the case of a problem, please contact AFIKARIS within three days, holidays not included, to reach a solution.

9- RIGHT OF WITHDRAWAL

9.1. In conformity with the article L. 121-21 of the French code of Consumption, You dispose of a right of revocation for the return of a Product that does not suit You. This right does not apply to orders made by companies.

9.1.1. For all orders on the Site, You dispose of a period of 14 calendar days to notify us of Your request for a return. For this, please contact AFIKARIS and we will indicate to You the return address and then You will dispose of a period of 10 days to return to us Your order.

9.1.2. No "shipment for reimbursement" will be accepted, for any reason.

9.1.3. Products returned without their original packaging or incomplete, spoiled, damaged, or dirtied by the client are not reaccepted.

9.1.4. AFIKARIS will reimburse You the price of the Product as well as the original shipping fees (the return shipping fees resting Your responsibility) in a period of 15 days following the reception of the order by AFIKARIS, by credit in the bank account having served for payment or by check.

10- FORCE MAJEURE

In application with the article 1148 of the Code Civil, AFIKARIS shall not be responsible or considered as having committed misfeasance in the processing of Your file, if any delay or inexecution result from a case of force majeure.

11- RESPONSABILITIES AND WARRANTIES

- 11.1. AFIKARIS makes great efforts to assure to the best of its abilities, the exactitude and the updating of the information diffused on this Site, of which it reserves the right to correct, at all moment and without advanced notice, the content. At all times, the company AFIKARIS cannot guarantee the exactitude, the precision, and the exhaustively of the information put at disposition on this Site.
- 11.1.1. Including but not limited to: Product availability, Product price, Product description, Artist biography, Artist Exhibitions List, etc.
- 11.2. AFIKARIS declines all responsibility for all interruption of the Site, all incidence of bugs, all misstatements or omission concerning the information available on the Site, all damages resulting from a fraudulent intrusion of a third party having brought about a modification of the information put at disposition on the Site.
- 11.3. This Site can contain links to other Sites. The company AFIKARIS cannot be held responsible for the problems of access or for the contents of these Sites.
- 11.4. AFIKARIS will not be responsible for damages resulting from the utilization or of the impossibility of the utilization of the Site. AFIKARIS will not be in any case responsible for dysfunction imputable to software programs, which may or may not be incorporated into the Site or provided with it.
- 11.5. AFIKARIS commits itself to respect all the legal guarantees over which You could prevail. The Products presented on our Site being in conformity with the prescriptions of French law, we will not be held responsible for the violation of legislation proper to the country of delivery. In consequence, we invite You to consult the law in vigour in the country of delivery.

12- INTELLECTUAL PROPERTY AND DATA

- 12.1. You acknowledge that all of the intellectual property, e.g. among others: copyright, trademark rights, database rights and other property rights attached to the texts, photographs, graphics and audio, video or animation files and their layout (together with the underlying software codes), in the Site is owned by AFIKARIS or AFIKARIS's licensors.
- 12.2. Unless explicitly stated otherwise, AFIKARIS or AFIKARIS's licensors' intellectual property may only be used without the written permission of AFIKARIS for the purposes specified in these GCU or for the purposes specified in the text on the Site. You are not permitted to use the Site and their content in a manner that may infringe the intellectual property rights of AFIKARIS, AFIKARIS's licensors or third parties. The User is explicitly prohibited from distributing, extracting, reproducing or otherwise altering, transferring, re-utilising, re-providing or using (including but not limited to through the use of "robots" or other mechanisms) content of the Site (including the booking mask, text, images or audio or video files) for public or commercial purposes.
- 12.3. Nothing in these GCU grants You any legal rights, title or interest in or to such intellectual property other than as necessary to enable You to access and use the Site. AFIKARIS and its suppliers reserve all rights not granted in these GCU.

13- PRIVATE POLICY

- 13.1. AFIKARIS undertakes to comply with all of the applicable legislation regarding processing of Personal Data, including :
- 13.1.1. the law of 8 December 1992 on the protection of private life with respect to the processing of Personal Data and
- 13.1.2. the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC, as of its entry into force.

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- 13.2. We may collect the information that You provide (such as name, email address, home address, phone number) or otherwise make available to us when You access or use our Services, including when You:
- 13.2.1. Buy, make an offer on, or inquire about any Product on AFIKARIS;
 - 13.2.2. fill in any forms on our Services, such as when You register for an AFIKARIS account or update Your account or profile information;
 - 13.2.3. register for the AFIKARIS Newsletter;
 - 13.2.4. communicate with us.
- 13.3. We may automatically collect certain information about how You access or use our Services, and by using our Services You consent to the collection of that information. Examples include but are not limited to Internet browser, operating system, device and application identifiers, IP address and geo-location information, access times and dates, referring and exit pages and URLs, clickstream data, search terms, pages viewed, time spent on pages, bounce rate and login frequency.

14- APPLICABLE LAW AND COMPETENT JURISDICTION

These general terms and conditions of sale are governed by French law.

Any dispute concerning the validity, interpretation or execution of these General Conditions of Sale shall be brought before the Paris Courts.