

# GENERAL TERMS AND CONDITIONS OF SALE — ORIGINAL ARTWORKS BY ARNAUD QUERCY

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**Version dated September 24, 2026**

## Article 1 — Seller

The artworks offered for sale are sold directly by their author:

**Arnaud Quercy** Sole proprietorship (entrepreneur individuel, EI) — Artist-author (artiste-auteur) Trading name: **Arnaud Quercy Créations** SIRET: **521 356 980 00024** Paris Trade Register: **521 356 980** Intra-Community VAT number: **FR78 521 356 980** Business address: **17 avenue d'Italie, 75013 Paris, France** Telephone: **+33 6 03 91 13 04** Email: **contact@artquamanima.com**

Hereinafter referred to as "the Seller" or "the Artist".

## Article 2 — Scope

2.1. These General Terms and Conditions of Sale ("GTCS") govern sales of **original artworks** by Arnaud Quercy concluded with purchasers acting as consumers, in the Art Quam Anima gallery or at a distance, in particular through the website [artquamanima.com](http://artquamanima.com).

2.2. They do not apply to prints, reproductions, print-on-demand items, digital works or merchandise, nor to workshops, Art Games, experiences and other activities organised by Art Quam Anima, which are subject to separate terms and conditions.

2.3. **Delivery zones.** Ordering and delivery terms depend on the destination:

- **Mainland France and the continental parts of the Member States of the European Union:** online ordering, delivery with duties and taxes paid by the Seller, **delivery costs free of charge** (Article 6 bis);
- **United States of America:** online ordering, delivery with duties and taxes paid by the Seller (Article 8), delivery costs free of charge above the threshold set out in Article 6 bis;
- **non-continental territories and territories subject to a special tax or customs regime** (in particular the French overseas departments and regions, the French overseas collectivities, the Canary Islands, Ceuta and Melilla) **and any other country:** sale exclusively on quotation (Article 8 bis);
- **collection at the gallery**, whatever the purchaser's country of residence (Article 8 ter).

2.3 bis. **Destinations not served.** The Seller does not ship to destinations subject to restrictive measures, to an embargo or to regulatory constraints incompatible with the shipment of works of art. Such destinations are offered neither for online ordering nor on quotation. The applicable list is kept up to date by the Seller and provided on request.

2.4. The applicable GTCS are those in force on the date on which the sale is concluded. The purchaser declares that they have read and accepted them before the sale is concluded.

## Article 3 — Role of Art Quam Anima

3.1. **ART QUAM ANIMA (AQA - PARIS)**, a simplified joint-stock company with a sole shareholder (société par actions simplifiée à associé unique) with share capital of 1,000 euros, SIREN 989 886 593, registered with the Paris Trade and Companies Register (RCS Paris), whose registered office is at 28 rue du Dragon, 75006 Paris, acts as gallery and agent of the Artist, **in the name and on behalf of the Seller**, under a consignment-sale mandate (mandat de dépôt-vente).

3.2. Art Quam Anima does not acquire ownership of the artworks and is not their reseller. Ownership of a sold artwork passes directly from the Artist to the purchaser.

3.3. Art Quam Anima is responsible in particular for presenting the artworks, receiving and informing purchasers and, for sales concluded in the gallery only, collecting the price on behalf of the Seller. Art Quam Anima does not collect any payment in respect of distance sales.

3.4. The invoice for the artwork is issued by Arnaud Quercy, sole proprietor (entrepreneur individuel), in the name of the purchaser.

## Article 4 — Nature and identification of the artworks

4.1. The goods offered are **original works of art created by Arnaud Quercy**, individually identified, in particular by their **AQC** catalogue number.

4.2. The listing for each artwork sets out its main characteristics, including, as applicable: title, year, technique, materials, dimensions, weight, series or collection, price, availability and the estimated cost of returning it (Article 18).

4.3. The artworks may display particularities of material, texture, surface or finish inherent in the artistic process and in their original character. Such particularities do not constitute a lack of conformity.

4.4. The photographs are taken with care in order to represent the artworks as faithfully as possible. The perception of colours, materials, volumes and dimensions may nevertheless vary depending on the screen, its calibration, the lighting and the viewing conditions.

## Article 5 — Certificate of authenticity

**Every artwork sold is accompanied, without exception, by a certificate of authenticity drawn up and signed by Arnaud Quercy.** It identifies the artwork, bears its AQC reference and constitutes a document associated with its authenticity and provenance. The purchaser is advised to keep it carefully and to pass it on in the event of any subsequent transfer of the artwork.

## Article 6 — Price

6.1. Prices are stated in euros.

6.2. **The price displayed at the time of ordering is the total and final price paid by the purchaser.** It includes:

- the price of the artwork;
- value added tax applicable in accordance with Article 7;
- packaging, including the custom-made crate where required;
- transport to the delivery address and its insurance, where delivery costs are free of charge under Article 6 bis;
- for deliveries to the United States, customs formalities, customs duties and taxes levied on import (Article 8).

6.3. For destinations served on quotation (Article 8 bis), the total price is that of the quotation accepted by the purchaser. It includes the same items, including customs formalities, customs duties and taxes levied on import in the country of destination.

6.4. No additional sum is charged to the purchaser on delivery in respect of the items included in the price.

## Article 6 bis — Delivery costs

6 bis.1. Delivery costs are **free of charge, with no minimum order value**, for deliveries in mainland France and in the continental parts of the Member States of the European Union.

6 bis.2. For deliveries to the **United States**, delivery costs are free of charge from **350 euros of artworks per order**, that amount being assessed on the total of the artworks ordered, excluding delivery costs.

6 bis.3. Below that threshold, delivery costs are **charged at the actual cost of transport and its insurance, with no mark-up**. Their amount is displayed before the order is confirmed and forms a separate line of the order summary and of the invoice.

6 bis.4. For sales on quotation (Article 8 bis), delivery costs are included in the total price of the quotation.

6 bis.5. No delivery costs are payable where the artwork is collected at the gallery (Article 8 ter).

6.5. Any currency exchange or international payment fees applied by the purchaser's bank are not received by the Seller and remain payable by the purchaser.

## Article 7 — VAT

7.1. **Delivery in France.** Original works of art sold by their author are subject to the reduced VAT rate of **5.5%** (article 278-0 bis, I of the French General Tax Code (Code général des impôts)).

7.2. **Delivery in another Member State of the European Union.** The applicable VAT is determined according to the rules on intra-Community distance sales of goods: depending on the Seller's position in relation to the statutory thresholds, this is either French VAT at the rate of 5.5% or the VAT of the Member State of delivery, at the rate applicable to works of art in that State. In all cases, the amount of VAT is included in the price displayed at the time of ordering and is shown on the invoice.

7.3. **Delivery outside the European Union.** Shipping the artwork outside the European Union, in particular to the United States, constitutes an export exempt from French VAT (article 262, I of the Code général des impôts). The price is invoiced exclusive of French VAT.

7.4. The rules in this Article apply wherever the sale is concluded, provided that the artwork is shipped by the Seller or on the Seller's behalf.

7.5. **Sale concluded in the gallery with the purchaser taking the artwork away.** Where the purchaser chooses the artwork in the gallery, concludes the sale there and arranges its transport personally, the sale is subject to French VAT at the rate of 5.5%. A purchaser residing outside the European Union may, where applicable, benefit from the tax refund procedure (*détaxe*) under the conditions laid down by the regulations, upon request made at the time of purchase.

7.6. **Collection at the gallery of an order placed at a distance.** As the artwork is neither shipped outside France by the Seller nor transported to another Member State, the sale is subject to French VAT at the rate of 5.5%, **whatever the purchaser's country of residence** (Article 8 ter).

7.7. **Non-continental territories and territories with a special tax regime.** Certain destinations, in particular the French overseas departments and regions, the French overseas collectivities, the Canary Islands, Ceuta and Melilla, lie outside the value added tax territory of the European Union, which is not the same as its customs territory. Deliveries to those destinations are not subject to French VAT. Taxes specific to those territories, in particular *octroi de mer* or equivalent local taxes, as well as any customs formalities, are dealt with in the quotation issued in accordance with Article 8 bis.

## Article 8 — Deliveries to the United States: duties and taxes paid

8.1. Artworks delivered to the United States are delivered **with duties and taxes paid by the Seller** (equivalent to the DDP Incoterm — *Delivered Duty Paid*).

8.2. The Seller undertakes and pays for, through its carrier, all export and import formalities, as well as the customs duties and taxes levied on import by the US federal customs authorities.

8.3. If the carrier or a third party nevertheless claims from the purchaser any sum in respect of transport, customs clearance, import duties or taxes, the purchaser is advised not to pay it and to inform the Seller immediately, who will deal with the claim. If the purchaser has paid it in order to obtain delivery, the Seller will reimburse the purchaser upon presentation of proof of payment.

8.4. The Seller is not required to collect the *sales tax* of any US State. Any local *use tax* for which the purchaser may be personally liable under the legislation of their State of residence falls within the purchaser's own reporting obligations.

## Article 8 bis — Deliveries to other destinations: sale on quotation

8 bis.1. Artworks intended for delivery to a destination referred to in the third indent of Article 2.3 — that is, any country other than a Member State of the European Union or the United States, as well as non-continental territories and territories subject to a special tax or customs regime, including where they belong to a Member State — cannot be ordered directly online. The purchaser sends the Seller a request for a quotation specifying the artwork and the place of delivery.

8 bis.2. The Seller is under no obligation to issue a quotation. In particular, the Seller does not issue one:

- for countries in respect of which restrictive measures of the European Union or of France prohibit or restrict the export of works of art;
- where the regulations of the place of destination require the foreign seller itself to collect a sales or import tax in respect of the shipment concerned;
- where delivery with duties and taxes paid cannot be ensured to the requested destination.

8 bis.3. The quotation is sent in writing on a durable medium. It states:

- the artwork and its AQC reference;
- the **total and final price**, including the artwork, packaging, transport, its insurance, export and import formalities, customs duties and taxes levied on import at the place of destination;
- the delivery time;
- the estimated cost of returning the artwork in the event of withdrawal;
- its period of validity;
- these GTCS and the model withdrawal form, which are attached to it.

8 bis.4. Artworks sold in this way are delivered **with duties and taxes paid by the Seller** (equivalent to the DDP Incoterm — *Delivered Duty Paid*). The Seller undertakes and pays for, through its carrier, all formalities and all duties and taxes levied on import.

8 bis.5. The provisions of Article 8.3 concerning sums wrongly claimed by the carrier or a third party apply.

8 bis.6. Any domestic tax for which the purchaser may be personally liable under the legislation of their country of residence, other than duties and taxes levied on import, falls within the purchaser's own obligations.

8 bis.7. The sale is a distance sale. The right of withdrawal (Articles 17 to 21) applies under the same conditions as for other distance sales.

## Article 8 ter — Collection at the gallery

8 ter.1. When ordering, the purchaser may choose to collect the artwork at the gallery located at 28 rue du Dragon, 75006 Paris, instead of having it delivered. Collection takes place by appointment, at times agreed with the Seller.

8 ter.2. **VAT.** The sale is subject to French VAT at the rate of 5.5%, whatever the purchaser's country of residence (Article 7.6).

8 ter.3. **Preparation.** The artwork is prepared in the same way as for a shipment. The indicative time for making it available is **three working days** for an artwork in a mount and **ten working days** for an artwork requiring a custom-made crate. The Seller informs the purchaser when the artwork is available.

8 ter.4. **Handover.** The artwork is handed over packed, in its protective packaging.

8 ter.5. **Custody.** The artwork is kept at the gallery for **thirty days** from the notice of availability. After that period, it may be stored elsewhere; collection then requires notice of up to **fifteen days**. Custody and storage give rise to no charge for the purchaser.

8 ter.6. **Transfer of risk.** Risk passes to the purchaser when the artwork is collected.

8 ter.7. **Withdrawal.** The sale remains a distance sale. The fourteen-day period provided for in Article 17 runs **from collection of the artwork**. By way of exception to Article 18, the return is made by handing the artwork back at the gallery, **at no cost to the consumer**, within the period provided for in Article 18.2.

8 ter.8. **Artwork not collected.** If the artwork has not been collected within **three months** of the notice of availability, the Seller sends the purchaser a formal notice to collect it, by registered letter with acknowledgment of receipt or by any other writing establishing its receipt. Failing collection within **three months** of that formal notice, the sale is terminated automatically and the Seller refunds the price in full using the means of payment used for the sale or, failing that, by any other means enabling the purchaser or their successors to be credited. Where the refund cannot be made owing to the purchaser, in particular where their contact details have become inaccurate, the Seller may discharge its obligation by depositing the price under the conditions laid down in articles 1345 et seq. of the French Civil Code. The artwork then becomes available for sale again. No custody charge is withheld.

8 ter.9. The provisions of Article 8 ter.8 apply in the same way where a shipped artwork is returned to the Seller because it could not be delivered.

## Article 9 — Distance ordering

9.1. For the destinations referred to in the first two indents of Article 2.3 and for collection at the gallery, distance orders are placed online according to the following steps:

- selection of the artwork;
- entry of contact details and choice of the method of receipt: delivery address or collection at the gallery (Article 8 ter);
- display of a summary showing the artwork, its AQC reference, the total price, the amount of VAT, the delivery costs where payable (Article 6 bis), the method and time of delivery or availability, and the estimated cost of return in the event of withdrawal;
- opportunity to check the details of the order and to correct any errors;
- acceptance of these GTCS;
- confirmation of the order by means of a button labelled "**Order with obligation to pay**";
- payment.

9.2. The sale is concluded upon confirmation of the order and acceptance of the payment.

9.2 bis. For sales on quotation (Article 8 bis), the sale is concluded by the purchaser's written acceptance of the quotation during its period of validity, followed by payment of the price in full. Acceptance constitutes acceptance of the GTCS attached to the quotation and acknowledgement of the obligation to pay the price.

9.3. The Seller sends the purchaser, by email and no later than at the time of shipment, a confirmation of the order setting out all the pre-contractual information, these GTCS and the model withdrawal form.

9.4. As each artwork is unique, orders are accepted subject to availability. Issuing a quotation does not reserve the artwork, unless otherwise stated in the quotation. Should an artwork prove to be unavailable after confirmation of the order or acceptance of the quotation, in particular as a result of a simultaneous sale, the purchaser is informed without delay and refunded in full no later than fourteen days after payment.

## Article 10 — Payment

10.1. The price is payable in full when the distance order is placed, or when the sale is concluded in the gallery.

10.2. Accepted means of payment:

- **distance sales** (online order or quotation): bank card, via the secure payment platform **Stripe**;
- **sales concluded in the gallery**: bank card.

Bank card data are processed directly by the payment service provider and are neither collected nor stored by the Seller or by Art Quam Anima.

10.3. **Distance sales:** payment is collected directly by the Seller, Arnaud Quercy EI, holder of the Stripe payment account.

10.4. **Sales concluded in the gallery:** payment is collected by Art Quam Anima, in its capacity as agent, in the name and on behalf of the Seller. Such payment discharges the purchaser's obligation towards the Seller.

10.5. No artwork is shipped or handed over before the full price has actually been received.

## Article 11 — Sale concluded in the gallery or at a fair or show

11.1. Where a purchaser chooses an artwork and concludes the purchase in the gallery located at 28 rue du Dragon, 75006 Paris, the sale is concluded on business premises. The statutory right of withdrawal provided for distance contracts does not apply.

11.2. The fact that the artwork is subsequently packed and shipped to the purchaser's home, in France or abroad, does not turn a sale previously concluded in the gallery into a distance sale. The same applies where the Seller bears all or part of the cost of packaging, insurance or transport.

11.3. However, where the purchaser has seen the artwork in the gallery but the sale is subsequently concluded by a means of distance communication (website, email, telephone, messaging service), the sale is a distance sale subject to Articles 17 to 21.

11.4. Where the sale is concluded at a fair or show, the purchaser does not have a right of withdrawal. This information is provided to the purchaser before the sale is concluded, in accordance with the applicable statutory provisions.

11.5. This Article is without prejudice to the statutory guarantees and to the purchaser's rights in the event of damage for which the Seller is liable.

## Article 12 — Transfer of ownership and risk

12.1. **The artwork remains the property of the Seller until its price has been paid in full.**

12.2. All risk of loss of or damage to the artwork passes to the purchaser when the purchaser, or a third party designated by the purchaser other than the carrier proposed by the Seller, takes physical possession of the artwork. Until that time, the risks of transport are borne by the Seller.

## Article 13 — Delivery time

13.1. The delivery time is stated on the order summary. Failing any indication, the artwork is delivered no later than **thirty days** after receipt of the price.

13.2. The delivery time takes into account the making of the custom-made crate where required.

13.3. If the delivery time is not met, the purchaser may, under the conditions laid down in the French Consumer Code (Code de la consommation), require the Seller to make delivery within a reasonable additional period and then, failing that, terminate the sale and obtain a full refund of the sums paid.

13.4. **Delivery in several shipments.** Where the nature, dimensions or fragility of the artworks ordered so justifies, in particular where an order comprises both a painting and a sculpture, the Seller may ship the order in several consignments, **at no additional cost to the purchaser.** The stated delivery time refers to the last consignment.

## Article 14 — Packing of the artworks

14.1. Packing the artworks is the Seller's responsibility. Depending on the nature, dimensions, fragility, value and destination of the artwork, the Seller carries out or arranges suitable packing.

14.2. Artworks that require it are shipped in a **custom-made transport crate**, in particular made of plywood, with appropriate protective and wedging materials.

14.3. For international transport, crates are designed without raw wood that does not comply with the applicable phytosanitary requirements. The processed materials used, in particular plywood, benefit from the exemptions provided for by the **ISPM 15** standard.

14.4. The Seller photographically documents the condition of the artwork and of its packing before shipment.

## Article 15 — Transport

15.1. Transport of the artworks is contracted directly by **Arnaud Quercy EI**, in its capacity as Seller and shipper, in particular with **Colissimo (La Poste)** or **DHL**. The Seller chooses the carrier according to the nature, dimensions, value and destination of the artwork. Art Quam Anima is not a party to the contract of carriage.

15.2. **The Seller takes out, for each shipment, cover appropriate to the value of the artwork and, to that end, chooses a carrier and a service allowing such cover.** In any event, and whatever the cover taken out, the risks of transport are borne by the Seller until the purchaser takes possession of the artwork (Article 12.2).

15.3. The Seller's payment for the initial transport does not entail payment of the costs of any return made in the exercise of the right of withdrawal (Article 18).

## Article 16 — Receipt and transport damage

16.1. Damage sustained by the artwork during transport is distinct from withdrawal. It falls within the Seller's responsibility in accordance with Article 12.2.

16.2. In the event of an impact, puncture, crushing or other visible damage to the crate or packaging, the purchaser is advised to photograph it **before opening it** and, if possible, to report it to the delivery driver.

16.3. If damage to the artwork is found, the purchaser is advised to inform the Seller as soon as possible and to keep the artwork, the crate or packaging, all protective and wedging materials, as well as the transport documents and labels, and to send photographs of the crate, the internal protection and the artwork.

16.4. These steps are intended to facilitate the handling of the claim. They are not a condition of the purchaser's rights. The Seller, in its capacity as the carrier's contracting party and as the insured party, alone handles the transport and insurance claim.

## Article 17 — Right of withdrawal (distance sales)

17.1. Where a sale is concluded at a distance, the consumer has a period of **fourteen days** from receipt of the artwork, by the consumer or by a third party designated by the consumer other than the carrier, in which to exercise the right of withdrawal, without having to give any reason.

17.2. The consumer notifies the Seller of the decision before the expiry of that period, by means of the model form set out in the annex or any other unequivocal statement setting out the decision to withdraw, sent by email or by post to the contact details in Article 1. The Seller acknowledges receipt without delay on a durable medium.

17.3. Merely refusing delivery or merely returning the artwork without a statement of withdrawal does not in itself constitute exercise of the right of withdrawal.

17.4. The mere fact that an artwork is original or unique does not constitute an exclusion from the right of withdrawal.

## Article 18 — Return of the artwork in the event of withdrawal

18.1. **Collection by the Seller.** Given the nature, value and fragility of the artworks, **the Seller collects the artwork itself.** The Seller arranges its collection from the delivery address through an appropriate professional carrier, with tracking, on a date agreed with the consumer within seven days of the communication of the decision to withdraw.

18.2. **Making available.** The consumer makes the artwork available to the carrier, packed in accordance with Article 19, no later than fourteen days after communicating the decision to withdraw.

18.3. **Costs.** Subject to Article 8 ter.7 (return of an artwork collected at the gallery, at no cost), **the direct costs of returning the artwork are borne by the consumer** (article L221-23 of the French Consumer Code (Code de la consommation)). They include transport and, for returns from a country outside the European Uni-

on, the formalities for export from that country and re-import into the European Union. Since the artwork cannot normally be returned by post owing to its nature, dimensions or packing, **the estimated cost of its return is stated on its listing, on the order summary or on the quotation, before the sale is concluded.**

18.3 bis. **Payment of return costs.** When booking the collection, the Seller informs the consumer in writing of the exact amount of the direct return costs invoiced by the carrier, with supporting documentation. This amount may not exceed the estimate provided before the sale. The consumer chooses either to pay it directly to the Seller or to have it deducted from the sum to be refunded, by set-off between the parties' reciprocal debts (articles 1347 et seq. of the French Civil Code). If no choice is expressed before collection, the amount is deducted from the refund.

18.4. **Insurance.** Insurance for the return transport is taken out and paid for by the Seller.

18.5. No handling, administrative or restocking fee is applied merely because the right of withdrawal is exercised.

## Article 19 — Packing for return

19.1. Where the artwork was delivered in a crate made specially for it, the consumer is expressly advised to **keep that crate and all of its protective materials throughout the withdrawal period.**

19.2. Where the original crate and its protective materials remain fit for transport, their reuse is the method of packing normally provided for the return.

19.3. If the crate has been damaged and cannot reasonably be reused, replacement packaging offering an equivalent level of protection must be used. For international returns, it must comply with the applicable phytosanitary requirements: materials benefiting from an ISPM 15 exemption, such as processed wood, or regulated materials complying with ISPM 15. No non-compliant raw wood may be introduced into the packaging.

19.4. The Seller provides the consumer, on request, with instructions for repacking the artwork.

19.5. These requirements are intended solely to protect the artwork and to comply with the constraints of international transport. They do not restrict the statutory right of withdrawal.

## Article 20 — Condition of the returned artwork

20.1. The consumer may examine the artwork to the extent necessary to establish its nature, characteristics and functioning. The right of withdrawal does not constitute a right to temporary use of the artwork.

20.2. The consumer may be held liable for any diminished value of the artwork resulting from handling other than what is necessary to establish its nature and characteristics, under the conditions laid down in the Code de la consommation.

20.3. The condition of the artwork and of its packing is recorded upon its receipt by the Seller, by comparison with the photographic documentation drawn up before shipment.

## Article 21 — Refund following withdrawal

21.1. The Seller refunds all sums paid, including the costs of initial delivery, less, where applicable, the direct return costs deducted in accordance with Article 18.3 bis, no later than **fourteen days** from the date on which the Seller is informed of the decision to withdraw.

21.2. The refund is made using the same means of payment as was used for the initial transaction, unless the consumer has expressly agreed to the use of another means, and at no cost to the consumer.

21.3. The refund is without prejudice to the consumer's liability under Article 20.2.

## Article 22 — Commissioned artworks

22.1. Where an artwork is made to the consumer's specifications or is clearly personalised, the right of withdrawal does not apply (article L221-28, 3° of the Code de la consommation).

22.2. This exclusion is expressly brought to the consumer's attention before the order concerned is concluded.

## Article 23 — Statutory guarantees

23.1. The provisions on transport and withdrawal are independent of the statutory guarantees. Transport damage or a lack of conformity is not treated as a withdrawal.

23.2. The Seller is bound by the statutory guarantee of conformity (articles L217-1 et seq. of the Code de la consommation) and by the guarantee against hidden defects (articles 1641 et seq. of the French Civil Code), under the conditions set out below.

***The consumer has a period of two years from delivery of the goods to obtain the implementation of the statutory guarantee of conformity in the event that a lack of conformity appears. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date on which it appeared.***

***Where the contract for the sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the statutory guarantee applies to that digital content or digital service throughout the intended period of supply. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or digital service and not the date on which it appeared.***

***The statutory guarantee of conformity entails an obligation on the part of the professional, where applicable, to provide all updates necessary to keep the goods in conformity.***

***The statutory guarantee of conformity entitles the consumer to have the goods repaired or replaced within thirty days of the request, free of charge and without major inconvenience to the consumer.***

***If the goods are repaired under the statutory guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.***

***If the consumer requests repair of the goods but the seller imposes replacement, the statutory guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.***

***The consumer may obtain a reduction in the purchase price while keeping the goods, or terminate the contract and obtain a full refund in return for returning the goods, if:***

***1° The professional refuses to repair or replace the goods;***

***2° The repair or replacement of the goods takes place after a period of thirty days;***

***3° The repair or replacement of the goods causes major inconvenience to the consumer, in particular where the consumer definitively bears the costs of taking back or removing the non-conforming goods, or bears the costs of installing the repaired or replacement goods;***

***4° The lack of conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.***

***The consumer is also entitled to a reduction in the price of the goods or to termination of the contract where the lack of conformity is so serious that it justifies an immediate price reduction or termination of the contract. In that case, the consumer is not required to request repair or replacement of the goods first.***

***The consumer is not entitled to termination of the sale if the lack of conformity is minor.***

***Any period during which the goods are out of use for the purpose of repair or replacement suspends the remaining guarantee period until delivery of the restored goods.***

***The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the code de la consommation.***

*A seller who obstructs in bad faith the implementation of the statutory guarantee of conformity is liable to a civil fine of up to 300,000 euros, which may be increased to up to 10% of average annual turnover (article L. 241-5 of the code de la consommation).*

*The consumer also benefits from the statutory guarantee against hidden defects pursuant to articles 1641 to 1649 of the code civil, for a period of two years from discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept or to a full refund in return for returning the goods.*

## Article 24 — Intellectual property

24.1. The acquisition of an artwork transfers ownership of the physical object. In accordance with article L111-3 of the French Intellectual Property Code (Code de la propriété intellectuelle), it entails **no assignment of copyright**, which remains the exclusive property of the Artist.

24.2. Any reproduction or representation of the artwork, by any process whatsoever, in particular for commercial, editorial or advertising purposes, requires the prior authorisation of the Artist or of ADAGP, of which the Artist is a member. The purchaser may photograph the artwork for strictly private use.

24.3. The Artist's moral right, which is perpetual and inalienable, precludes in particular any modification or alteration of the artwork.

## Article 25 — Personal data

The purchaser's personal data are processed by the Seller, as data controller, and by Art Quam Anima for the purposes of its mandate, solely for the purposes of managing the sale, invoicing, delivery, tracking the provenance of the artwork and compliance with legal obligations. They are transmitted to the carrier and, for deliveries outside the European Union, to the customs authorities of the countries concerned to the extent strictly necessary. The purchaser has the rights of access, rectification, erasure, restriction, objection and portability provided for by Regulation (EU) 2016/679, which are exercised with the Seller at the contact details in Article 1, and the right to lodge a complaint with the CNIL. Detailed information is set out in the privacy policy: <https://artquamanima.com/en/privacy/>.

## Article 26 — Complaints

Any request concerning an artwork, a sale, a delivery or the exercise of a statutory right may be sent to the Seller:

**Arnaud Quercy — Arnaud Quercy Créations** 17 avenue d'Italie, 75013 Paris — France Email: [contact@artquamanima.com](mailto:contact@artquamanima.com) Telephone: +33 6 03 91 13 04

Art Quam Anima may also receive communications sent by a purchaser within the scope of its mandate and forwards them to the Seller.

## Article 27 — Consumer mediation

For disputes falling within the scope of consumer mediation as defined in articles L611-1 et seq. of the Code de la consommation, the consumer may, after a prior written complaint to the Seller that has remained unresolved within two months, refer the matter free of charge to the consumer mediator to which the Seller is subject:

**CM2C — Centre de la Médiation de la Consommation de Conciliateurs de Justice** 49 rue de Ponthieu, 75008 Paris Telephone: 01 89 47 00 14 Online referral: <https://www.cm2c.net/declarer-un-litige.php>

For disputes not falling within the scope of this scheme, in particular those between the Seller and a consumer residing outside the European Union, the parties shall endeavour to seek an amicable solution, without prejudice to their rights of recourse.

## Article 28 — Governing law and jurisdiction

28.1. These GTCS and the sales they govern are subject to French law.

28.2. This choice does not deprive a consumer residing in another State of the protection afforded to them by the mandatory provisions of the law of their country of residence, under the conditions laid down by the applicable rules of private international law.

28.3. The mandatory rules on jurisdiction in consumer matters remain applicable.

28.4. These GTCS are drafted in French. They may be translated into other languages for information purposes only; in the event of any discrepancy, the French version alone shall prevail.

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## ANNEX — MODEL WITHDRAWAL FORM

*(Complete and return this form only if you wish to withdraw from the contract.)*

To: Arnaud Quercy — Entrepreneur individuel — Arnaud Quercy Créations 17 avenue d'Italie, 75013 Paris — France Email: [contact@artquamanima.com](mailto:contact@artquamanima.com)

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods:

Title of the artwork and AQC reference:

Ordered on (\*)/received on (\*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(\*) Delete as appropriate.