

Terms of Use

General Conditions of Use of the diryanchi.com Marketplace

General Terms of Use Buyers

Preamble

diryanchi.com is a marketplace published by Diryanchi ART

Diryanchi

Company number : 00921937

Email: info@diryanchi.com

Web: www.diryanchi.com

Diryanchi Address

No13 kherenatsi Street Yerevan Armenia

Tel : 0037493151871

DIRYANCHI publishes on <https://www.DIRYANCHI.com> (hereinafter the “Site”), a marketplace (hereinafter Market Place) allowing major Sellers, after registering on the Site, to enter relationship via DIRYANCHI with Buyers registered on the Site to buy original works of art, works in limited series, art reproductions and licenses for the use of image rights offered to a fixed price (hereinafter the “Products”).

This Site is accessible to all buyers under the URL <https://www.DIRYANCHI.com> (hereinafter “DIRYANCHI.com”).

It is recalled that DIRYANCHI in its capacity as host acts as a simple intermediary and is in no case a reseller of the Products offered by the Sellers within the platform.

The majority of Products are shipped and delivered to Buyers by Sellers, under their sole responsibility. Some Products are shipped by DIRYANCHI.

1.1 Acceptance and modification of the general conditions of use

The purpose of the General Terms of Use of the Marketplace (hereinafter the “GTU”) is to define the conditions of access and use.

Any use of the Site implies the prior, express and unreserved acceptance by the buyer of the T & Cs. The Buyer is informed and acknowledges that by clicking, when creating his customer account, on the “Register” box preceded by the words “By clicking on Register, you accept the General Terms of Use” , it is bound by all the provisions of the T & Cs.

Checking the above box will be deemed to have the same value as a handwritten signature on the part of the Buyer. The Buyer acknowledges the proof value of DIRYANCHI's automatic registration systems and, unless he provides proof to the contrary, he renounces to contest them in the event of a dispute.

Sales made via the Site between Buyers and Sellers are governed by the General Terms of Sale (hereinafter the “GTS”), which must also be accepted by the Buyer with each purchase. The CGV coming in addition to the Buyer GTU.

DIRYANCHI reserves the right, at any time, to refuse access to the Marketplace, unilaterally and without prior notification, to any user who does not comply with these T & Cs.

The Buyer is informed that the Terms of Use of the Site may be modified at any time, unilaterally by DIRYANCHI, in particular in the event of the development of its services or in the event of legal, jurisprudential, editorial and / or technical changes.

DIRYANCHI undertakes to inform the Buyer of the site of these modifications by E-mail or by means of a special notice displayed on the Buyer's account.

These general conditions are applicable to relations between the parties to the exclusion of all other conditions, and in particular those of the Buyer.

The acceptance of these general conditions supposes on the part of the Buyers that they have the necessary legal capacity for this, or failing that they have the authorization of a tutor or a curator if they are incapable , their legal representative if they are minors, or they hold a mandate if they act on behalf of a legal person.

1.2 Description of the Marketplace service

Transactions made on the DIRYANCHI Marketplace are carried out directly between the Buyer and the Seller. DIRYANCHI is in no way a reseller of the products offered by the sellers through the site. Products purchased via the site cannot be returned or exchanged by DIRYANCHI.

DIRYANCHI reserves the right, at any time, to refuse access to the Buyer, temporarily or permanently, at the Marketplace, to any user who does not comply with these T & Cs.

1.3 Terms and conditions of access to the platform

The site is accessible free of charge to any Buyer at the address “<https://www.DIRYANCHI.com>”, and it is without obligation to purchase. Only the purchase of Products from Sellers is payable under the conditions provided for in the GTS. The Buyer must have access to the internet and the connection is free (excluding any costs of connection depending on the operator).

The Buyer is solely responsible for the proper functioning of his IT equipment and his access to the internet.

To buy on DIRYANCHI, the Buyer must either be:

an adult natural person with the capacity to contract

a moral person. In this case the person representing it must mention his identity, his corporate name, his identification number, his telephone and his e-mail address.

Access to the site is subject to strictly personal use by the Buyer.

Creation of a personal account:

To buy products on the Site, the Buyer must create a personal account (hereinafter the “Account”). This Account allows the user to:

manage personal information (contact details, email address, password)

access the social functions of the Site (comments, creation of collections, messaging, sharing on social networks ...)

make an order simulation (calculation of delivery costs and total amount of the Order)

access their invoices and information concerning orders (order tracking number)

place an order for Products on the site

contact DIRYANCHI customer service

The Buyer can create an account by clicking on the “Register” button located at the top right of the Site navigation bar.

To create an Account, the Buyer must enter a valid email address and a password. He undertakes to keep his password confidential (the user is solely responsible for accessing his account thanks to his username and password).

The Buyer undertakes to provide only accurate, complete and up-to-date information and not to usurp the identity of a third party. In case of change or modification, the Buyer must inform DIRYANCHI without delay via the messaging tool at its disposal.

In the event of loss, misappropriation or fraudulent use of your username and / or password, the Buyer agrees to immediately inform customer service.

The Buyer must also respect the following rules:

- do not harass other users of the Site, do not make slanderous, defamatory, homophobic or racist comments on the Site, and do not make comments that contravene the French legal or regulatory texts in force, the rights of individuals, the public order and good morals.

- not to obtain information about other users, whether manually or automatically. Access to another participant's personal account is also prohibited.

Deletion of the Personal Account:

The Buyer can delete his Account and all of his data permanently from the parameter section of his Account at any time.

DIRYANCHI reserves the right, at any time, to refuse access to the Marketplace, and to delete unilaterally and without prior notification, to any Buyer who does not comply with these T & Cs in particular, and without this list being exhaustive, in false, inaccurate, incomplete or outdated information mentioned by the Buyer or in the event of payment method fraud, attempted fraud or any other criminal offense.

DIRYANCHI cannot guarantee that the Site works in any operating environment and that it can be used at any time, without any interruption or error, nor that all these errors can be corrected.

As the Site is constantly evolving, it may be subject without notice to temporary or permanent modifications and interruptions. DIRYANCHI cannot be held liable in the event of unavailability of the Marketplace due to these modifications and / or

interruptions. DIRYANCHI reserves the right to temporarily interrupt or modify without notice access to all or part of the site, in particular to ensure maintenance, or for any other reason, without the interruption giving rise to any obligation or compensation.

1.4 Personal data

Information and data concerning the Buyer are processed by DIRYANCHI. This information is necessary for account management and access to services. Only the information necessary for delivery is sent to the Seller.

To access information concerning your personal data, click on the following link:
<https://www.DIRYANCHI.com/fr/privacy>

1.5 Intellectual property

1.5.1. Legal protection of the contents of the Site

The contents of the Site are likely to be protected by copyright and database law. Any representation, reproduction, translation, adaptation or transformation, complete or partial, carried out illegally and without the consent of DIRYANCHI or its assigns or assigns constitutes a violation of Books I and III of the Intellectual Property Code and will be liable to give result in legal proceedings for counterfeiting.

1.5.2. Contractual protection of Site Content

The Buyer undertakes contractually with respect to DIRYANCHI not to use, reproduce or represent, in any way whatsoever, the contents of the Site, whether or not they are protected by an intellectual property right, to another end than that of their reading by a robot or a navigator. This prohibition does not apply to indexing robots whose sole purpose is to scan the content of the Site for the purpose of indexing.

1.6 Liability

DIRYANCHI undertakes to take the care and diligence necessary for the supply of quality products in accordance with the specifications of these General Conditions. DIRYANCHI is only liable for an obligation of means concerning the services of the Site which is the subject of these presents. DIRYANCHI's liability towards the Buyer can only be engaged for facts which would be directly attributable to it and which would cause it damage directly linked to these facts.

DIRYANCHI will not engage its responsibility in the event of force majeure or fault of the Buyer, as defined in this article:

Force majeure

Within the meaning of these general conditions, will be considered a case of force majeure opposable to the Buyer any hindrance, limitation or disturbance of the service due to fire, epidemic, explosion, earthquake, fluctuations in bandwidth, failure attributable to the access provider, failure of transmission networks, collapse of

facilities, illicit or fraudulent use of passwords, codes or references provided to the client, computer hacking, a security breach attributable to the Site host or developers, flood, blackout, war, embargo, law, injunction, request or requirement of any government, requisition, strike, boycott, or other circumstances beyond the reasonable control of DIRYANCHI. In such circumstances, DIRYANCHI will be excused from the performance of its obligations within the limits of this impediment, this limitation or this inconvenience.

Fault of the Buyer

Within the meaning of these T & Cs, the Buyer's fault against the latter will be considered any misuse of the service, fault, negligence, omission or failure on his part or that of his employees, non-compliance with the advice given by DIRYANCHI, any unlawful disclosure or use of the customer's password, codes and references, as well as the provision of erroneous information or the lack of updating of such information in his Account. Will also be considered a fault of the Buyer the implementation of any technical process, such as robots, or automatic requests, the implementation of which would contravene the letter or the spirit of these Terms.

The data, including comments, published on the Site by the Buyer are under his own responsibility. In this context, DIRYANCHI will benefit from the status of data host within the meaning of article 6-I-2 of the Law for confidence in the digital economy of June 21, 2004. In accordance with paragraph 3 of the same article, DIRYANCHI will not be able to see its civil or penal responsibility engaged as a result of these comments, unless, from the moment when it became aware of the illegal activity or information, it did not act promptly to withdraw this information or make access impossible.

The contents of the Site are published for information only, without guarantee of accuracy. DIRYANCHI can in no way be held responsible for an omission, an inaccuracy or any error contained in this information and which would be the cause of direct or indirect damage caused to the Buyer.

DIRYANCHI declines all responsibility with regard to sales between Buyers and Sellers via the use of the DIRYANCHI.com platform, to which it remains foreign. Any complaint relating to the information appearing on the description of the products or the deliveries of the products will be redirected to the designated seller, who will assume full and sole responsibility in this respect.

The supply of Products made according to the Buyer's specifications (art prints on demand) are printed as they appear on the screen. DIRYANCHI's liability towards the Buyer cannot be engaged in the event of a color difference (between the user's screen and the final print), a brand, a truncated signature, part of the truncated work, or all other marks and / or images visible on the screen and the reproduction of the printed work. It cannot give rise to any compensation or reimbursement.

In the case of the supply of digital content not supplied on a material medium, the execution of which has started. The customer automatically waives their right of

withdrawal. When confirming the order of digital content independent of any material medium before the expiration of the withdrawal period, the waiver of the Buyer to the right of withdrawal will be manifested by ticking the box corresponding to the following sentence : "I expressly waive my right of withdrawal of 14 days for the Products delivered".

Specifics related to digital license purchases:

All images offered for license on DIRYANCHI are original works of art created by artists, all rights are strictly reserved. The acquisition of a license gives the right to use or exploit the image under the terms of the license. It is possible to make minor modifications such as cropping, or refocusing the image so that it adapts perfectly to a project, however, it is forbidden to make any modification that would be likely to harm the original work in its entirety (modification of shapes, distortions, cutting, change of colors, addition of elements etc ...), unless written authorization is obtained beforehand from the artist.

Prohibited uses include but are not limited to:

No illegal use: You cannot use content for pornographic, defamatory or illicit purposes, or in violation of any regulations in force or any professional code.

All licensed content is the property of the artists providing the content

No commercial use of editorial content. You may not use content designated as "editorial" for commercial, promotional, editorial, sponsorship, advertising or merchandising purposes

No use as a standalone file

No false declaration of authorship

No "on demand" products

The Buyer is solely responsible for the use he makes of the Site and he undertakes to indemnify and / or compensate for any damage or loss that DIRYANCHI may suffer in the event that its liability is engaged by a third party because of " an operation related to the use of the site by the Buyer.

Internal messaging

An internal private messaging service is made available to Buyers. This system is reserved for Buyers and the secrecy of correspondence applies to it.

The content of inboxes and outgoing messages is not subject to any conservation guarantee on the part of DIRYANCHI and it is the Buyers' responsibility to save said content. The loss of this content, whatever the cause, cannot constitute a damage for the Buyers who cannot claim any compensation for this fact.

Any Buyer who is the victim of abuse (spam, unwanted advertising or other) may inform DIRYANCHI.com which will take all necessary measures.

1.7 Complaints and handling of disputes

These Terms are subject to the application of French law.

These T & Cs can be modified at any time by DIRYANCHI. The general conditions applicable to Buyers are those in force on the day of its order or its connection to this Site, any new connection to the personal space entailing acceptance, where applicable, of the new general conditions.

For any complaint, please contact customer service at the following address:
<https://support.DIRYANCHI.com>

By virtue of ordinance n ° 2015-1033 of August 20, 2015, any litigation which could arise within the framework of the execution of these general conditions and whose solution could not be found beforehand amicably between the parties must be submitted to Medicys: www.medicys.fr

Any dispute relating to this contract or in relation to it will be settled by arbitration in accordance with the regulations of the Digital Institute of Arbitration and Mediation: www.fast-arbitre.com

The European Commission provides consumers in the European Union with an online dispute resolution platform. Consumers can make a complaint:
<https://ec.europa.eu/consumers/odr/main/index.cfm>

General Terms of Use Sellers

Preamble

DIRYANCHI.com is a marketplace published by DIRYANCHI ART head office: No13 kherenatsi Street Yerevan Armenia , telephone: 0037493151871 , E-mail: info@diryanchi.com

DIRYANCHI publishes on <https://www.DIRYANCHI.com> (hereinafter the “Site”), a marketplace (hereinafter Market Place) allow major Sellers, after registering on the Site, to enter relationship via DIRYANCHI with Buyers registered on the Site to buy original works of art, works in limited series, art reproductions and licenses for the use of image rights offered to a fixed price (hereinafter the “Products”).

This Site is accessible to all buyers under the URL <https://www.DIRYANCHI.com> (hereinafter “DIRYANCHI.com”).

It is recalled that DIRYANCHI in its capacity as host acts as a simple intermediary and is in no case a reseller of the Products offered by the Sellers within the platform.

The majority of Products are shipped and delivered to Buyers by Sellers, under their sole responsibility. Some Products are shipped by DIRYANCHI.

2.1 Acceptance and modification of the General Terms of Use

The purpose of the General Terms of Use of the Marketplace (hereinafter the “GTU”) is to define the conditions of access and use.

Any use of the Site implies the prior, express and unreserved acceptance by the Seller of the T & Cs. The seller is informed and acknowledges that by clicking, when creating his customer account, on the “Register” box preceded by the words “By clicking on Register, you accept the General Terms of Use”, it is bound by all the provisions of the T & Cs.

Checking the above box will be deemed to have the same value as a handwritten signature on the part of the Seller. The Seller acknowledges the proof value of DIRYANCHI's automatic recording systems and, unless he provides proof to the contrary, he renounces to contest them in the event of a dispute.

Sales made via the Site between Buyers and Sellers are governed by the General Terms of Sale (hereinafter the “GTS”), which must also be accepted by the buyer on each order confirmation. The CGV coming in addition to the Seller GTU.

DIRYANCHI reserves the right, at any time, to refuse access to the Marketplace, unilaterally and without prior notification, to any Seller who does not comply with these T & Cs.

The Seller is informed that the T & Cs of the Site may be modified at any time, unilaterally by DIRYANCHI, in particular in the event of the development of its services or in the event of legal, jurisprudential, editorial and / or technical changes.

DIRYANCHI undertakes to inform the Seller of the site of these modifications by E-mail or by means of a special notice displayed on its Seller account.

These general conditions are applicable to relations between the parties to the exclusion of all other conditions, and in particular those of the Seller.

Acceptance of these general conditions presupposes on the part of Sellers that they have the necessary legal capacity for this, or failing that they have the authorization of a tutor or curator if they are incapable, their legal representative if they are minors, or they hold a mandate if they act on behalf of a legal person.

2.2 Description of the Marketplace service

Transactions made on the DIRYANCHI Marketplace are carried out directly between the Buyer and the Seller. DIRYANCHI is in no case a reseller of the products offered by the Sellers through the site. Products purchased via the site cannot be returned or exchanged by DIRYANCHI.

DIRYANCHI reserves the right, at any time, to refuse access to the Seller, temporarily or permanently, at the Marketplace, to any Seller who does not comply with these T & Cs.

2.3.1 Terms and conditions of access to the platform

The site is accessible free of charge to any Seller at the address “<https://www.DIRYANCHI.com>”, and there is no obligation to purchase. DIRYANCHI offers Services to Sellers available for payment of a monthly or annual subscription. The use of these services is not compulsory to sell.

The Seller is solely responsible for the proper functioning of its IT equipment and its access to the internet.

Subscriptions

Choice of a Subscription

Access to the site is free. However, to benefit from certain Services, the Seller may take out a monthly or annual Subscription. To do this, the Seller must complete the form provided for this purpose on the Site.

Similarly, if the artist wishes to create a website, DIRYANCHI makes available to the Seller a set of Services allowing the Seller to create his own website in order to present his Products. These Services include the reservation of a domain name, the creation of a dedicated e-mail address and the provision of website creation tools. This Service does not include the creation of the website itself. This service is available with a monthly or annual subscription.

Validation of the choice

As part of the subscription, the Seller must enter his billing information. The Seller will then have the option of checking the Subscription chosen, as well as its possible price. If his order suits him, he can validate it by clicking on the button provided for this purpose on the Site.

Payment by the Seller

Once the order has been confirmed, the Sellers will be invited to make their payment by being invited to connect to the secure payment interface with the mention "order with payment obligation" or any similar formula.

Confirmation of the subscription by DIRYANCHI

Once the payment has been received by DIRYANCHI, the latter undertakes to acknowledge receipt to the Seller by electronic means, within a maximum of 24 hours. Within the same period, DIRYANCHI undertakes to send the Seller an email summary of the order and confirming the processing, including all the information relating thereto.

Duration of Subscription

The Subscription takes effect from the receipt by DIRYANCHI of the corresponding payment from the Seller.

The Subscription is concluded for an indefinite period. It may be terminated at any time by the Seller without this termination giving right to any refund to the Seller. The right of withdrawal does not apply to contracts for the provision of services fully executed before the end of the withdrawal period or the execution of which has started after the express prior agreement of the Artist and express waiver of his right of withdrawal.

Early termination of the Subscription by DIRYANCHI

In the event of the Seller's breach of any of the stipulations of these general conditions, DIRYANCHI may terminate the Subscription ipso jure and without the intervention of the judge. The termination of the Subscription at the fault of the Seller is without prejudice to any damages to which DIRYANCHI.com could claim due to the Seller's default.

To sell on DIRYANCHI, the Seller must be:

Or an adult natural person with the capacity to contract

Either a legal person. In this case the person representing it must mention his identity, his corporate name, his identification number, his telephone and his e-mail address.

Access to the Site is subject to strictly personal use by the Seller.

Creation of a Personal Account:

To sell products on the Site, the Seller must create a personal account (hereinafter the “Account”). This Account allows the user to:

manage personal information (contact details, email address, password)

access the social functions of the Site (comments, creation of collections, sharing on social networks, messaging, etc.)

make an order simulation (calculation of delivery costs and total amount of the Order)

access their invoices and information concerning orders (order tracking number)

sell Products on the site

contact DIRYANCHI customer service

To ensure vendors' compliance with anti-corruption laws and to verify their probity and integrity, in particular to prevent identity theft, tax fraud, money laundering and the financing of terrorism, DIRYANCHI asks Sellers to record a certain amount of data in order to receive payment for the sale of Sellers. This is mandatory for transactions over € 50 or equivalent in another currency, and can be requested from the first win, depending on the seller's country.

The documents requested during the verification may be: Identity card, Passport, Driver's license.

The Seller can create an Account by clicking on the “Register” button located at the top right of the Site navigation bar.

To create an Account, the Seller must enter a valid email address and a password. He undertakes to keep his password confidential (the Seller being solely responsible for access to his account thanks to his username and password).

The Seller undertakes to provide only accurate, complete and up-to-date information and not to usurp the identity of a third party. In case of change or modification, the Seller must inform DIRYANCHI without delay via the messaging tool available to him.

In the event of loss, misappropriation or fraudulent use of your username and / or password, the Seller undertakes to immediately inform customer service.

The Seller must also respect the following rules:

- not to harass other users of the Site, not to make slanderous, defamatory, homophobic or racist comments on the Site, and not to make comments that contravene the French legal or regulatory texts in force, the rights of individuals, the public order and good morals.

- not to obtain information about other users, whether manually or automatically. Access to another participant's personal account is also prohibited.

Deletion of the Personal Account:

The user can permanently delete his Account and all of his data from the settings section of his account.

DIRYANCHI reserves the right, at any time, to refuse access to the Marketplace, and to delete unilaterally and without prior notification, to any Seller who does not comply with these GTS in particular, and without this list being exhaustive, in false, inaccurate, incomplete or outdated information mentioned by the Seller or in the event of payment method fraud, attempted fraud or any other criminal offense.

Rating of the Seller by the Buyer

The Buyers are offered the possibility of contributing to the content of the Site by the publication of comments on their use of the Products and their relationship with the Seller in order to evaluate the transaction. Comments will be subject to validation by DIRYANCHI.com or its team of moderators.

By clicking on the "Validate" tab, in order to publish his comment, the buyer grants a non-exclusive copyright license free of charge to DIRYANCHI relating to said comment. As such, the Buyer or the Seller authorize DIRYANCHI to communicate to the online public, in whole or in part, their comment on the Site, DIRYANCHI newsletters and the sites of DIRYANCHI partners. The Seller and the Buyer authorize DIRYANCHI to reproduce their commentary for the purposes of communicating it to the public online and producing communication and promotion materials for the Site. The Seller and the Buyer authorize DIRYANCHI to translate their comment into any language for the purpose of communicating it to the public online and reproducing it on their commercial and promotional media. The right to adapt also includes the right to make the changes technically necessary to process the commentary in other formats. This license is granted for permanent use.

DIRYANCHI cannot guarantee that the Site works in any operating environment and that it can be used at any time, without any interruption or error, nor that all these errors can be corrected.

As the Site is constantly evolving, it may be subject without notice to temporary or permanent modifications and interruptions. DIRYANCHI cannot be held liable in the event of unavailability of the Marketplace due to these modifications and / or interruptions. DIRYANCHI reserves the right to temporarily interrupt or modify without notice access to all or part of the Site, in particular to ensure maintenance, or for any other reason, without the interruption giving rise to any obligation or compensation.

2.3.2 Sponsorship

DIRYANCHI offers a sponsorship service, and pays the “Sponsors” partners who participate in the recruitment of sellers. The Sponsors can thus promote the services of DIRYANCHI to their audience, clientele, friends. The sellers recruited in this way must know their sponsor, and be able to identify him without ambiguity. The use of illegal promotional strategies or means (SPAM, hidden advertising), or aimed at diverting the audience and the natural traffic of the platform are strictly prohibited. Participation in the sponsorship service is at the express discretion of our team and can be revoked at any time, without giving rise to any justification or compensation of any kind, including commissions already received. The use of the sponsorship service implies full acceptance of the possibility of immediate unilateral revocation.

2.4 Obligations linked to transactions carried out through DIRYANCHI

The Seller must undertake to sell, to identify himself as acting as a Professional Seller as soon as he makes sales of Products through the DIRYANCHI Site.

The Seller undertakes to comply with the legislation in force in his country regarding the exercise of commercial activity (registration, tax, social and accounting obligations).

The Seller undertakes to optimally satisfy the Buyer. For this it implements all the means at its disposal to offer the buyer a quality service. The Seller will respond as well to emails from the Site's customer service (hereinafter “Support”) as to messages from Buyers within a maximum of 2 working days after receipt of the message.

Communication with Support can be in French or English. If the message you received is in another language, please do not hesitate to contact Support for assistance.

Exchanges with Support are strictly confidential. The Seller undertakes not to disclose to third parties the exchanges he may have had with the Support.

The contents of the Site are likely to be protected by copyright and database law. Any representation, reproduction, translation, adaptation or transformation, complete or partial, carried out illegally and without the consent of DIRYANCHI or its assigns or assigns constitutes a violation of Books I and III of the Intellectual Property Code and will be liable to give result in legal proceedings for counterfeiting.

The Seller undertakes contractually with regard to DIRYANCHI not to use, reproduce or represent, in any way whatsoever, the contents of the Site, whether or not they are protected by an intellectual property right, to another end than that of their reading by a robot or a navigator. This prohibition does not apply to indexing robots whose sole purpose is to scan the content of the Site for the purpose of indexing.

2.4.1 Obligations concerning the product offer presented by the Seller

The Seller declares having received from DIRYANCHI all the explanations and useful details which may enable it to use the Services which are the subject of this contract.

The Seller acknowledges that his needs and the Services offered by DIRYANCHI are adequate and that he has subscribed to the contract knowingly and having all the necessary information allowing him to produce a free and informed consent.

Where applicable, the Seller undertakes to provide DIRYANCHI with all the elements required to perform the Services. Similarly, the Seller undertakes to inform DIRYANCHI of any circumstance likely to affect the execution of this contract as soon as it becomes aware of it.

The Seller declares that he will only sell Products of his own creation and / or that he has the rights and authorizations necessary for this purpose. Where applicable, the Seller declares that he has previously carried out all the necessary steps, such as authorization requests, licenses and administrative declarations. In particular, when the Seller is not the original owner of the intellectual property rights over the Products, he declares that he has regularly acquired them. The Seller is prohibited in this respect in particular from selling any Product consisting of counterfeit Products within the meaning of the Code intellectual property.

The Seller guarantees DIRYANCHI against any recourse which would be undertaken against it in the event of failure of such declarations and authorizations. The Seller is solely responsible for the sale of the Products he offers on the Site.

The Seller undertakes to use the site only for its own needs and for the sole purposes referred to in this contract.

Any illegal or generally unauthorized use of the Services will result in the immediate termination of the Seller's account, notwithstanding DIRYANCHI any possibility of legal action, including claims for damages.

Thus, the Seller undertakes in particular, without this list being exhaustive, not to exhibit Products or to not publish Offers which may:

- undermine public order, morality or that may offend the sensitivity of minors;
- infringe in any way whatsoever the rights to the reputation, privacy, the right or the image of a third party;

- be denigrating, defamatory, damaging the image, the reputation of a brand or any natural or legal person, in any way whatsoever;
- present works of a pornographic or pedophile nature;
- undermine the security or integrity of any State or territory, whatever it may be;
- infringe the intellectual property rights of any person;
- incite hatred, violence, suicide, racism, anti-Semitism, xenophobia, homophobia, praise war crimes or crimes against humanity;
- inciting to commit a crime, an offense or an act of terrorism;
- incite discrimination against a person or a group of people because of their ethnicity, religion, race, or because of their sexual orientation or disability.
- not present stolen objects; medicines or drugs of all types; weapons, weapons of war and ammunition; live animals and alcoholic beverages.

Any processing, transmission, publication, distribution or representation of the Products by the Seller is carried out under its sole and entire responsibility. The Seller undertakes not to obstruct or disturb the Site and the servers of DIRYANCHI and to comply with the required conditions, procedures and general rules communicated to it by DIRYANCHI for the publication of Products.

Any illegal or generally unauthorized use of the Site will result in the immediate deletion of the Seller's account, without prejudice to any damages to which DIRYANCHI could claim.

The Seller therefore guarantees DIRYANCHI against any damage liable to be caused to him as a result of his use of the Site, and including any legal and procedural costs, and undertakes as such to intervene in any legal proceeding brought to against him due to his use of the Site.

The sale of a Product is open to any Seller holding the required rights to the Product subject of the advertisement (hereinafter "Offer") published. Sellers refrain from publishing several Offers aimed at the sale or rental of the same Product. Offers must be written in correct and understandable language. They must comply with the legal provisions in force and must be devoid of any discriminatory criterion as to the quality of the possible contracting party.

Sellers will be able to download photographs relating to the Product subject to the Offer. The number of photographs is limited to 4 photos and one video per Product. The photographs uploaded must be in jpg format, with a maximum size that cannot exceed 25 megabytes and a minimum quality of 1500 pixels per side. The Seller guarantees to DIRYANCHI that it has rights, in particular intellectual property rights, relating to these illustrations, which allow it to use them in order to present the works.

During the publication of the Offer, the Seller will have the possibility, via his personal space, to modify the description of the Offer. These modifications will be possible

throughout the publication of the Offer. The Artist must enter the essential data of the Product, in particular:

Its price if it is for sale;

The name of its author;

Its characteristics (in particular: size, weight, technique, materials, etc.);

A full description;

Possible delivery costs;

The status of the Product to sell or not;

The country of shipment of the Product.

The Seller acknowledges that the publication of its Offer on the Site automatically and without intervention by DIRYANCHI publication of said Offer on partner and affiliate sites.

DIRYANCHI in no way guarantees the accuracy of the data contained in the Offers. It is up to any Buyer interested in the Offer to ensure the accuracy of all these data before any effective transaction. Likewise, DIRYANCHI in no way guarantees to Sellers the sale or actual rental of the Products covered by the Offer.

The Seller is solely responsible for his stocks and agrees to DIRYANCHI that the Products offered for sale on the Site are available for sale.

Furthermore, the Seller undertakes to notify DIRYANCHI without delay of any recall or withdrawal of Products of which he is the initiative or of which he is aware.

2.4.2 Obligations concerning the price of the products

The Seller freely defines the selling price of the Products which he puts on sale on the site in compliance with the laws and regulations in force.

This price must be mentioned on the Site all taxes and costs included (including VAT, packaging costs, etc.), but excluding delivery costs, DIRYANCHI adding these costs to the price of the order when the Buyer confirms his order.

The delivery costs are calculated on the basis of the dimensions and the weight of the work mentioned by the artist. In case of difference between the dimensions and the weight mentioned by the Seller and the actual one observed by the transporter, the additional transport cost will be fully borne by the Seller.

The Seller by publishing a Product has the possibility of selling art reproductions and licenses for the use of the image of his works.

For Art Prints, the Seller specifies the price he wishes to receive when selling a printed product in return for the transfer made in favor of DIRYANCHI. The seller receives 100% of the amount of royalties he fixed for the sale.

For image licenses, in the event of the sale of a Digital Product reproducing an Artist's work, the latter will receive a fixed price corresponding to 70% of the price excluding taxes invoiced to the Customer.

In agreement with the seller, in the context of negotiations or commercial operations, discounts may be granted by DIRYANCHI. The commercial discounts which may be granted by DIRYANCHI to the Buyers are fully payable by the Seller. This discount amount is set at a maximum of 30% of the price set by the Seller. The amount of the discount is automatically deducted from the amount paid to the Seller by DIRYANCHI.

2.4.3 Obligations regarding the sale of Products

The sales contract for the Products offered by the Seller on DIRYANCHI is concluded between the Seller and the Buyer. The Seller undertakes to offer on DIRYANCHI only Products available for sale. In the event that the Product is no longer available, the Seller undertakes to delete the advertisement or to change the status of the Product in order to show that it is no longer available. The Seller is solely responsible for the unavailability of a product over which he has sole control.

When a Seller receives an order, he is informed by email. All information concerning this order is available on his DIRYANCHI account.

The Seller then has 2 days after receipt of the information to confirm the order. The Seller undertakes to regularly consult his emails (at least once a day) at the address provided to DIRYANCHI when opening his account. In the event of a change of email address, messages will be sent to the Seller's new email address.

The confirmation of the order by the Seller entails the obligation to dispatch the work (s) within 3 working days. In the absence of a response from the Seller within the time limit, the order will be canceled automatically and the Seller's account mentioned as being "temporarily closed".

When the Seller is absent for more than two days, or if he is unable to respond to orders, his account must be put in "temporary closure".

The seller must honor all orders he receives from the Products he offers for sale. In the event of non-compliance, DIRYANCHI reserves the right to temporarily or permanently interrupt the Seller's account.

In addition, the Seller is solely responsible for its order processing capacity, any shipping defect, late delivery, any lack of delivery or partial delivery, erroneous delivery, theft or error or action related to the management and delivery of the Products as well as the treatment of any dispute in connection with the Offers published on the Site or on any Product.

2.4.4 Obligations concerning the delivery of products

The seller must respect the delivery method offered by the Site and chosen by the Buyer.

The delivery costs are calculated automatically by the site on the basis of the information provided by the Seller. In the event of incorrect information, the additional cost of delivery costs shall be borne by the Seller.

For art prints, DIRYANCHI automatically calculates delivery costs based on the medium and format chosen by the Buyer.

The Seller must attach to the package an invoice (available on his Account) as well as a certificate of authenticity (available on his Account).

The Seller undertakes to pack the ordered works correctly, securely and seriously so as to prevent the products from being damaged during transport. The works travel at the Seller's risk and expense.

The Seller has 2 days after receipt of the information to confirm the order. The information transmitted by DIRYANCHI allows it to deliver the order.

The Seller undertakes to dispatch the work (s) within 3 working days of the order confirmation.

If the shipping time should be longer, the Seller agrees to mention this in the description of the product, to inform DIRYANCHI and the Buyer.

The Seller undertakes to comply with the Buyer the legal guarantee of correct delivery (article 1604 of the Civil Code), the legal guarantee against hidden defects (article 1604 and following of the Civil Code) and the security guarantee (article 1386 -1 et s. Of the Civil Code) to all Buyers.

2.4.5 Obligation concerning disputes relating to products

The Seller undertakes to comply with the legal guarantee of conformity vis-à-vis Purchasing consumers (Article L. 211-1 et s. Consumer Code).

The Seller undertakes at any time to respond to a request from the Buyer within a maximum of 24 working hours using the tools made available to it by DIRYANCHI on the Site. Where applicable, the Seller bears the costs of returning the Product.

The buyer has the possibility of contacting the Seller at any time via the site's messaging service.

In the event of a Buyer's complaint, the dispute will be settled directly between the Buyer and the Seller using the messaging tool offered by the Site. The Seller must resolve all disputes between him and the Buyer amicably. However, if the dispute is not resolved within 7 working days of receiving the information, DIRYANCHI after informing the Seller may refund the Product to the Buyer. This amount is then deducted from the amount returned to the Seller by DIRYANCHI.

In the event that the Buyer uses his right of withdrawal, DIRYANCHI, in his capacity as a trusted third party, will reimburse all of the sums paid, (including delivery costs) by the

Buyer as soon as possible and at the latest within fourteen days of the date on which this right was exercised (provided that the products are all properly received in their original condition and packaging by the seller). If necessary, DIRYANCHI may defer reimbursement until recovery of the Products by the Seller or until the Buyer has provided proof of the shipment and receipt of the Products by the seller, at the earliest of the two events .

If applicable, DIRYANCHI will reimburse the Buyer using the same means of payment as that used by the Buyer for the initial transaction. The direct costs of returning the Product are the responsibility of the Buyer.

The Buyer's responsibility is engaged only with regard to the depreciation of the Product resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of this Product.

DIRYANCHI reserves the right to temporarily or permanently suspend the Seller's account in the event that the Seller does not comply with its obligations.

2.4.6 Type of products accepted

The seller is free to offer products on the marketplace as long as they meet one of the following characteristics:

- The product is an original work of art
- Product is a limited edition work of art
- The product is an original "Design" type creation which demonstrates an artistic interest, as well as a utility, and which is produced in a non-industrial manner

NB: Any other type of product is not accepted on the platform and may be deleted without notice by the editorial team. The editorial team can also remove any product whose artistic interest is not sufficiently demonstrated to our audience.

The seller undertakes to describe the product sold without ambiguity, so that buyers are duly informed of the nature of the works they purchase.

2.5 Financial conditions

Products sold by the Seller

For each Product order received by the Seller, DIRYANCHI will receive from the Seller a commission of an amount defined in the paragraph "Sales commissions", plus shipping and VAT.

The sales commission applies to the entire order + shipping and any other costs.

For example, for a seller subject to a 15% commission: For a painting sold for € 1,530 with € 120 postage, the rate of 15% will be applied to the work plus postage, ie € 247.5 HT on a total amount of 1650 € TTC.

If the seller resides in a EEC country, 20% VAT is applied to the commission, i.e. $247.5 \times 0.2 = \text{€ } 297$ including tax.

DIRYANCHI will transfer to the Seller the total amount of the order minus the commission after confirmation of receipt of the order by the Buyer and once the withdrawal period has passed. Payment will be made to the Seller's bank account mentioned on his account.

When the Buyer has not confirmed receipt of the Product and if the Seller has not received a dispute within the time limit set for the Buyer to make the complaint, and no other information is available from the delivery person or customs services, then the product will be considered received 45 days after the actual shipment date.

When the Buyer has confirmed that he has not received the parcel, and that the seller is unable to produce a proof of delivery, or the tracking status provided by the carrier has not shown any change for more than 30 days, the package will be considered lost, and the buyer will be refunded.

The commission remains with DIRYANCHI in the event of cancellation of an order on the initiative of the Seller when it is excessive or repeated. DIRYANCHI reserves the right to suspend payment of sales to the Buyer in the event that the Seller fails to fulfill its obligations.

Payment to the Seller may be requested at any time after the 14 day withdrawal period has passed. Payment is made by transfer to the Seller's bank account mentioned in his DIRYANCHI account 48 working hours after the request. The request is made from the Seller's sales account. Other payment methods may also be used in certain countries, in agreement with the seller.

Art prints

By publishing a Work, the Seller specifies the price he wishes to receive when selling a Printed Product in return for the transfer made in favor of DIRYANCHI. During a sale, the Seller receives 100% of the price he mentioned on his account (hereafter "Royalties").

DIRYANCHI takes care of printing, logistics and shipping worldwide.

For example: The Seller mentioned that he wanted to receive € 10 for an A4 format. An art print on paper sold € 29 excl. Tax, the artist will receive € 10 on the sale.

DIRYANCHI will transfer the total amount of royalties to the Seller on request 30 days after dispatch of the order to the customer, as soon as the amount exceeds € 10. The withdrawal period does not apply to the supply of Products made up to the specifications of the Buyer or clearly personalized after the express prior agreement of the Buyer and express waiver of his right of withdrawal. Art prints falling into this category. However, in the event that the image loaded by the Seller cannot be used for printing for reasons of quality, apparent brand name or any other problem related to the image, DIRYANCHI may reimburse the Buyer without the Seller does not receive royalties.

The Seller can order his own art prints of his own Products at the supplier price. In this case, the amount of Royalties fixed by the Seller is automatically deducted from his order.

Digital products

In the event of the sale of a Digital Product reproducing a Product from the Seller, the latter will receive a fixed price corresponding to 70% of the price excluding taxes invoiced to the Customer.

DIRYANCHI will pay the Seller the total amount of the order minus the commission after confirmation of receipt of the order by the Buyer at the request of the Seller as soon as the amount exceeds 10 €. The withdrawal period does not apply to the supply of digital content not supplied on a material medium, the execution of which has started after the express prior agreement of the Buyer and express renunciation of its right of withdrawal.

When confirming the order of digital content independent of any material medium before the expiration of the withdrawal period, the waiver of the Buyer to the right of withdrawal will be manifested by ticking the box corresponding to the following sentence : "I expressly waive my right of withdrawal of 14 days for the Products delivered".

Sales commissions

For each sale of original work, DIRYANCHI will receive a commission in the amount of 10% for "Galleries" type accounts, 15% for accounts benefiting from the Platinum service at the time of sale, and 20% for all other types of accounts. The amount of the commission is understood to be exclusive of tax.

Sponsorship

Referral commissions appear in the MY ACCOUNT> SPONSORSHIP section. They are remunerated from 5 to 10 € per sponsored sellers. The sponsor can request payment when the cumulative amount of his commissions reaches 10 €. Commissions are paid exclusively by PAYPAL; All sponsorship commissions may be revoked, at the sole discretion of our team, especially in the event of breach of the terms and conditions.

2.6 Suspension and termination

These T & Cs are concluded for an indefinite period. Each party can at any time without needing any justification terminate the T & Cs by respecting a month's notice.

DIRYANCHI reserves the right to suspend definitively in the event that the Seller does not comply with its obligations after sending a formal notice by registered letter which has no effect for a period of 15 days and terminate the contract by sending a registered letter with acknowledgment of receipt.

DIRYANCHI reserves the right to definitively suspend the contract in the event that the Seller does not comply with its obligations for gross negligence without any notice and without the Seller being able to claim any compensation.

2.7 Complaints and handling of disputes

These T & Cs are subject to the application of French law.

These T & Cs can be modified at any time by DIRYANCHI. The general conditions applicable to Sellers are those in force on the day of its order or its connection to this Site, any new connection to the personal space entailing acceptance, where applicable, of the new general conditions.

For any complaint, please contact customer service at the following address:
<https://support.DIRYANCHI.com>

By virtue of order n ° 2015-1033 of August 20, 2015, all disputes that may arise in connection with the execution of these general conditions and the solution of which could not be found beforehand amicably between the parties must be submitted to Medicys: www.medicys.fr

Any dispute relating to this contract or in relation to it will be settled by arbitration in accordance with the regulations of the Digital Institute of Arbitration and Mediation: www.fast-arbitre.com

The European Commission provides consumers of the European Union an online dispute resolution platform. Consumers can make a complaint:
<https://ec.europa.eu/consumers/odr/main/index.cfm>

2.8 Personal data

The DIRYANCHI file containing the personal data of the Sellers has been declared to of the CNIL registered under the number 1421585

Sellers have the freedom to provide personal information about them. The provision of personal information is not essential for browsing the Site.

However, registration on this Site requires the collection by DIRYANCHI of a certain number of personal information concerning the Sellers. Sellers who do not wish to provide the information necessary for registration will not be able to sell on this Site.

Personal data collected is subject to computer processing and is exclusively reserved for DIRYANCHI. The data collected is necessary for the proper administration of the Site, as well as for compliance with its contractual obligations by DIRYANCHI. This data is kept by DIRYANCHI in this unique quality. DIRYANCHI undertakes not to use them in any other context or to transmit them to third parties, except with the express agreement of the Seller or in cases provided for by law. The personal data collected is not subject to any transfer abroad.

The contact details of all Internet users registered on this Site are saved for a reasonable time necessary for the proper administration of the Site and for normal use of the data. These data are kept under secure conditions, according to current

technical means, in compliance with the provisions of the Data Protection Act of January 6, 1978.

In accordance with the latter, Internet users have a right of opposition, d 'interrogation, access and rectification of the data they have provided. For this, they just need to make a request to DIRYANCHI, by formulating it by email or post to the address of DIRYANCHI's headquarters mentioned in the preamble to these general conditions.

Cookies and IP addresses of Sellers

In order to allow all Internet users optimal navigation on this Site as well as a better functioning of the different interfaces and applications, DIRYANCHI may proceed to the installation of a cookie on the Internet user's computer station.

Cookies make it possible to store information relating to navigation on the Site (date, page, hours), as well as any data entered by Internet users during their visit (searches, login, E-mail, password) . These cookies are intended to be kept on the Internet user's computer for a variable period of up to 13 months, and may be read and used by DIRYANCHI during a subsequent visit by the Seller to this Site.

The Seller has the possibility of blocking, modifying the retention period, or deleting these cookies via the interface of his browser (generally: tools or options / privacy or confidentiality). In such a case, navigation on this Site will not be optimized. If the systematic deactivation of cookies on the Seller's browser prevents him from using certain Services, this malfunction cannot in any case constitute damage for the Seller who cannot claim any compensation for this fact.

Internet users also have the option of deleting the cookies installed on their computer, by going to the menu of their browser provided for this purpose (generally, tools or options / privacy or confidentiality). Such an action makes Internet users lose the benefit provided by cookies.

Collection of IP addresses

The IP address corresponds to a series of numbers separated by dots allowing the unique identification of a computer on the Internet network. DIRYANCHI reserves the right to collect the public IP address of all Internet users. This IP address will be collected anonymously. The IP address of Internet users will be kept for the period required by law.

DIRYANCHI must communicate all personal data relating to an Internet user to the Police upon judicial requisition or to any person by judicial decision. The IP address may be reconciled with the effective identity of the Internet user in the event of communication of this information by an internet service provider.

Collection of information for payment

The payment service provider collects certain data, in particular for the purpose of:

Checking the identity of customers

Checking transactions using a tracking system which calculates and assesses risks and verifies the origin of capital

Check whether a natural person has the necessary authorizations to carry out the transaction

The data used to secure transactions are kept for the legal duration, which is generally 5 years. You can request to consult your data at any time from the following page: <https://support.adyen.com/hc/en-us>

2.9 Intellectual property

2.9.1. Legal protection of the contents of the Site

The contents of the Site may be protected by copyright and database law. Any representation, reproduction, translation, adaptation or transformation, complete or partial, carried out illegally and without the consent of DIRYANCHI.com or its assigns or assigns constitutes a violation of Books I and III of the Intellectual Property Code and will be liable to give rise to legal proceedings for counterfeiting.

2.9.2. Contractual protection of Site Contents

The Internet user undertakes contractually with regard to DIRYANCHI.com not to use, reproduce or represent, in any way whatsoever, the contents of the Site, whether or not they are protected by an intellectual property right, for another purpose than that of their reading by a robot or a browser. This prohibition does not apply to indexing robots whose sole purpose is to scan the content of the Site for the purpose of indexing.

2.9.3. Intellectual property of the Works

The Seller transfers to DIRYANCHI, on a non-exclusive and free basis, all exploitation rights on the images of the Products (hereinafter the “Works”).

Duration of the assignment

The transfer is granted by the Seller to DIRYANCHI upon transmission of the Work occurring in connection with the use of the Site. Transmission will therefore entail submission of the Product under the terms of this assignment.

The transfer is granted by the Seller to DIRYANCHI for the entire duration of the literary and artistic property. The term literary and artistic property should be understood to mean the duration provided for by the Intellectual Property Code and foreign laws and all extensions or extensions of this duration by an international convention, a European directive, a French law or foreign.

Geographical scope of the transfer

This transfer is granted for the whole world and for all languages and this for all the operating modes provided for in these general conditions.

Rights transferred

Destination of the Work

The Work is intended for civil and commercial use.

Transfer of the reproduction right

The transfer of the reproduction right includes:

the right to reproduce the Work by all electronic and mechanical processes known or unknown to date, in particular optical, magnetic and digital, with a view to its communication to the public online, on paper catalog and on Products;

the right to modulate, compress or decompress the Work for its storage, transfer, distribution or any other use;

the right to include the Work in a database;

the right to reproduce extracts from the Work.

Transfer of the right of representation

The transfer of the right of representation includes:

the right of communication to the public of the Work, in whole or in part, worldwide, by any network allowing the transmission of data, in particular by interactive digital networks and services or not, internet, websites, telecommunication networks, satellite network and mobile phone network;

the right to exploit the Work, in whole or in part, by any network, in particular telecommunications or cable, by any interactive process inherent in this mode of exploitation;

the right to publish extracts from the Work.

Transfer of the right of adaptation

The assignment of the right of adaptation includes:

the right to correct, improve and modify the Work in whole or in part;

the right to make any modifications necessary for the exercise of the rights transferred;

the right to dissociate the Work or one of its elements from its whole, in order to exploit the Work;

the right to associate the Work with one or more other Works in a single file;

the right to convert the Work into another computer language.

The Seller acknowledges that the adaptations of the Work made by DIRYANCHI under the rights assigned to it, are the exclusive intellectual property of DIRYANCHI.

Moral rights

In the context of the use or exploitation of the Work, DIRYANCHI may use the term of its choice to designate the Work.

Guarantees

The Seller guarantees to DIRYANCHI that he is the sole author of the Work and that as such he is the sole holder of all the intellectual property rights relating to the Work and that no third party can claim. to the quality of author or co-author of one or more of the said Works. The Seller undertakes in particular to respect the image rights of the persons represented on the Works as well as the intellectual property rights of third parties, in particular copyright, rights in designs and models, as well as rights in patents and trademarks.

The Seller guarantees DIRYANCHI the peaceful enjoyment of the rights assigned under these general conditions. The Seller guarantees DIRYANCHI against any action, claim, claim or opposition on the part of any person invoking an intellectual property right or an act of unfair and / or parasitic competition, as a result of the Work.

Reproduction and protection of the Work

The Seller is informed of the option for DIRYANCHI to use technical measures to protect the physical media and digital files reproducing the Works, in order to prevent or limit their unauthorized use. DIRYANCHI will be able to use information in electronic form in the context of the exploitation of the Works intended to identify them and to inform third parties about the regime of the conditions and methods authorized for their use. The Seller may, upon written request, obtain information from DIRYANCHI as to the essential characteristics of the aforementioned technical protection measures and information which DIRYANCHI would actually use to ensure the exploitation of the Works.

Seller Rating

Buyers are offered the option of contributing to the content of the Site by publishing comments on their use of the Products and their relationship with the Seller in order to assess the transaction. Comments will be subject to validation by DIRYANCHI.com or its team of moderators.

By clicking on the "Validate" tab, in order to publish his comment, the buyer grants a non-exclusive copyright license free of charge to DIRYANCHI relating to said comment. As such, the Seller authorizes DIRYANCHI to communicate to the public online, in whole or in part, its comment on the Site, DIRYANCHI newsletters and the sites of DIRYANCHI partners. The Seller authorizes DIRYANCHI to reproduce his comment in order to communicate it to the public online and to create communication and promotion materials for the Site. The Seller authorizes DIRYANCHI to translate his comment into any language in order to communicate it to the public online and to reproduce it on his commercial and promotional supports. The right of adaptation also includes the right to make the technically necessary modifications to exploit the comment in other formats. This license is granted for permanent use.

2.10 Responsibility

DIRYANCHI.com undertakes to take the care and diligence necessary for the supply of quality products in accordance with the specifications of these General Conditions. DIRYANCHI is only answerable for an obligation of means concerning the services object of the present. DIRYANCHI's liability towards the Seller can only be engaged for facts which are directly attributable to it and which would cause it damage directly linked to these facts.

DIRYANCHI will not engage its responsibility in the event of force majeure or fault of the Seller, as defined in this article:

Force majeure

Within the meaning of these general conditions, will be considered a case of force majeure opposable to the Seller any impediment, limitation or disturbance of the service due to fire, epidemic, explosion, earthquake, band fluctuations busy, failure attributable to the access provider, failure of transmission networks, collapse of facilities, illicit or fraudulent use of passwords, codes or references provided to the client, computer hacking, a flaw security attributable to the Site host or developers, flood, blackout, war, embargo, law, injunction, request or requirement of any government, requisition, strike, boycott, or other circumstances beyond DIRYANCHI's reasonable control. In such circumstances, DIRYANCHI.com will be exempt from the performance of its obligations within the limits of this impediment, this limitation or this inconvenience.

Fault on the Seller

Within the meaning of these T & Cs, the buyer will be considered to be liable against the latter for any improper use of the service, fault, negligence, omission or failure on his part or that of his employees, non-compliance with advice given by DIRYANCHI.com on its site, any disclosure or illicit use of the password, codes and references of the customer, as well as the information of erroneous information or the absence of update of such information in his personal space. The implementation of any technical process, such as robots, or automatic requests, the implementation of which would contravene the letter or the spirit of these Terms will also be considered a fault of the Client.

The data, including comments, published on the Site by the Buyer are under his own responsibility. In this context, DIRYANCHI will benefit from the status of data host within the meaning of article 6-I-2 of the Law for confidence in the digital economy of June 21, 2004. In accordance with paragraph 3 of the same article, DIRYANCHI.com will not be able to see its civil or penal responsibility engaged as a result of these comments, unless, from the moment when it became aware of the illegal activity or information, it did not act promptly to withdraw these information or make it inaccessible.

The contents of the Site are published for information only, without guarantee of accuracy. DIRYANCHI.com cannot in any case be held responsible for an omission, an

inaccuracy or any error contained in this information and which would be the cause of direct or indirect damage caused to the Internet user.

DIRYANCHI declines all responsibility with regard to sales between buyers and sellers via the use of the DIRYANCHI.com platform, to which it remains foreign. Any complaint relating to the information appearing on the description of the products or the deliveries of the products will be redirected to the designated seller, who will assume full and sole responsibility in this respect.

The user is solely responsible for the use he makes of the Site and he undertakes to indemnify and / or compensate for any damage or loss that DIRYANCHI may suffer in the event that his responsibility is engaged by a third party because of " an operation related to the use of the site by the buyer.

Internal

messaging An internal private messaging service is made available to Sellers. This system is reserved for Sellers and the secrecy of correspondence is applicable to it.

The content of inboxes and outgoing messages is not subject to any conservation guarantee on the part of DIRYANCHI and it is up to the Sellers to save said content. The loss of this content, whatever the cause, cannot constitute damage for Sellers who cannot claim any compensation for this fact.

Any Seller who is the victim of abuse (spam, unwanted advertising or other) may inform DIRYANCHI.com who will take all necessary measures.

2.11 Final

stipulations These general conditions are subject to the application of French law.

These general conditions can be modified at any time by DIRYANCHI. The general conditions applicable to the Seller are those in force on the day of his order or his connection to this Site, any new connection to the personal space entailing acceptance, where applicable, of the new general conditions.

By virtue of the ordinance n ° 2015-1033 of August 20, 2015, all disputes which could arise within the framework of the execution of these general conditions and whose solution could not be found beforehand amicably between the parties must be submitted to Medicys: www.medicys.fr.

Any dispute relating to this contract or in relation to it will be settled by arbitration in accordance with the regulations of the Digital Institute of Arbitration and Mediation: www.fast-arbitre.com.

In case of failure of mediation, the dispute will be settled by the Courts of Montpellier notwithstanding plurality of defendants or calls in guarantee, including for the procedures in summary procedure or on requests.

The nullity of one of the clauses of this contract will not result in the nullity of the other clauses of the contract or of the contract as a whole, which will keep their full effect and scope. In such a case, the parties shall, as far as possible, replace the canceled stipulation by a valid stipulation corresponding to the spirit and the object of the present.

The absence of exercise by DIRYANCHI of the rights which are recognized to him by the present cannot in any case be interpreted as a waiver to assert these rights.

These general conditions are offered in French. These General Terms of Sale are translated as accurately as possible. In the event of a translation discrepancy, the prevailing version is available at <https://www.DIRYANCHI.com/>

The stipulations of these general conditions apply subject to compliance with the mandatory provisions of the Consumer Code concerning unfair terms in contracts concluded between a professional and a consumer.

Terms of Sales

Preamble

DIRYANCHI.com is a marketplace published by SARL DIRYANCHI with a capital of 100,000 €, Montpellier RCS: 513 318 113, head office: 1870 boulevard de la liberté, 34830 Clapiers, France, telephone: +33 (0) 950 959 966, E-mail: support@DIRYANCHI.com, intra-community VAT number: FR 5513318113

These General Terms of Sale (hereinafter the “GTS”) apply in addition to the Buyers of the Buyers T & Cs and to the Sellers of the Sellers T&C. The GTS apply to all sales made through DIRYANCHI between the Seller and the Buyer. The CGV govern the relations between the Sellers and Buyers of original works or in limited edition excluding the relations between DIRYANCHI and the Buyers (relation governed by the Buyers GTU) and the Sellers (relations governed by the Sellers GTU).

It is recalled that DIRYANCHI acts as a simple intermediary and is in no case a reseller of the products offered by the Sellers within the platform.

The majority of products are shipped and delivered to Buyers by Sellers, under their sole responsibility. The products will therefore neither be returned nor exchanged by DIRYANCHI.

3.1 The Sales contract

Ordered

In order to place an order, the buyer can select one or more Products and add them to his basket. The availability of the Products, its price, its characteristics and its delivery time are indicated on the Site, in the description of each item. When the order is complete, the Buyer can access his basket by clicking on the button provided for this purpose.

Validation of the order by the Buyer

By consulting his basket, the Buyer will be able to check the number and the nature of the Products he has chosen and will be able to check the unit price, as well as the overall price. He will be able to remove one or more Products from his basket.

If the order suits him, the Buyer can validate it. By confirming his order, the Buyer acknowledges and accepts these GTS. They will then access a form on which they can either enter their login details if they already have one, or register on the Site by completing the registration form using their personal information.

Payment by the Customer

As soon as he is connected or after having completed the registration form, the Buyer will be invited to check or modify his delivery and billing details, then will be invited to make the payment by being redirected to this effect on these secure payment interface with the mention "order with payment obligation" or any similar formula.

Confirmation of the order by DIRYANCHI

Once payment has actually been received by DIRYANCHI, the latter undertakes to acknowledge receipt to the Buyer by electronic means, within a maximum of 24 hours. Within the same period, DIRYANCHI.com undertakes to send the Buyer an email summarizing the order and confirming the processing, including all the information relating thereto.

For art print orders, DIRYANCHI may cancel an order after the order confirmation, in the event that the file supplied by the Seller does not comply with DIRYANCHI's specifications.

Receipt of the order by the Seller

The Seller is informed by DIRYANCHI that one or more works that he has posted online have been ordered. The Seller has 2 days after receipt of the information to confirm the order. The information transmitted by DIRYANCHI allows it to deliver the order.

In the absence of a response from the Seller within the time limit, the order will be canceled automatically. The contract concluded between the Buyer and the Seller will also be automatically canceled, each party being released from its obligations. In particular, the Buyer is assured that his payment will not be debited, or that he will be reimbursed if it has already been made.

In the event that the work is no longer available, the Seller undertakes to delete the advertisement or to change the status of the work in order to show that it is no longer available. The Seller is solely responsible for the unavailability of a product over which he has sole control. If an order has still been placed by a Buyer. The order will be

canceled by the Seller. DIRYANCHI will then inform the Buyer and reimburse him if necessary.

Confirmation of order by the Seller

When the order is confirmed by the Seller, a message is sent to the Buyer to confirm his order. The Seller then receives a transport package including a shipping slip to stick on his package provided by DIRYANCHI. The Seller then undertakes to deliver the Products within the period mentioned.

For orders of digital products, the digital file ordered by the Buyer is available upon confirmation of the order by going to the My Purchases section.

Order shipped

The order is shipped by the Seller. The Seller undertakes to comply with the Buyer the legal guarantee of correct delivery (article 1604 of the Civil Code), the legal guarantee against hidden defects (article 1604 and following of the Civil Code) and the security guarantee (article 1386 -1 et s. Of the Civil Code) to all Buyers.

Receipt of order

The Buyer must immediately confirm in "MY ACCOUNT" the proper receipt of each product ordered. Otherwise, the product will be considered to have been received as soon as it is indicated as delivered by the carrier's tracking service. In the event that no tracking information is available by the carrier, and that no information has been received from the buyer or from customs, the product will be considered to have been received in a period of 45 days from the date of debit from his bank account.

When the Buyer has confirmed that he has not received the parcel, and that the seller is unable to produce a proof of delivery, or the tracking status provided by the carrier has not shown any change for more than 30 days, the package will be considered lost, and the buyer will be refunded.

Subscriptions

Choice of a Subscription

Access to the Site is free. However, to benefit from certain Services, the Seller may subscribe to a monthly or annual Subscription. To do this, the Seller must complete the form provided for this purpose on the Site.

Similarly if the Seller wishes to create a website, DIRYANCHI provides the Seller with a set of Services allowing the Seller to create his own website in order to present his Products. These Services include the reservation of a domain name, the creation of a dedicated e-mail address and the provision of website creation tools. This Service does not include the creation of the website itself, which is to be carried out by the Seller himself on the principle of self-service. This service is available with a monthly or annual subscription.

Validation of the choice

As part of the subscription, the Seller must enter his billing information. The Seller will then have the option of checking the Subscription chosen, as well as its possible price. If his order suits him, he can validate it by clicking on the button provided for this purpose on the Site.

Payment by the Seller

Once the order has been confirmed, the Sellers will be invited to make their payment by being invited to connect to the secure payment interface with the mention "order with payment obligation" or any similar formula.

Confirmation of the subscription by DIRYANCHI

Once the payment has been received by DIRYANCHI, the latter undertakes to acknowledge receipt to the Seller by electronic means, within a maximum of 24 hours. Within the same period, DIRYANCHI undertakes to send the Seller an email summary of the order and confirming the processing, including all the information relating thereto.

Duration of the Subscription

The Subscription takes effect from the receipt by DIRYANCHI of the corresponding payment from the Seller.

The Subscription is concluded for an indefinite period. It may be terminated at any time by the Seller without this termination giving right to any refund to the Seller. The right of withdrawal does not apply to contracts for the provision of services fully executed before the end of the withdrawal period and the execution of which has started after the express prior agreement of the Artist and express waiver of his right of withdrawal.

Early termination of the Subscription by DIRYANCHI

In the event of the Seller's breach of any of the stipulations of these general conditions, DIRYANCHI may terminate the Subscription ipso jure and without the intervention of the judge. The termination of the Subscription at the fault of the Seller is without prejudice to any damages to which DIRYANCHI.com could claim due to the Seller's default.

3.2 Price and payment

Price

The applicable prices are those displayed on the Site on the day of the order. These prices can be modified at any time by the Seller. The prices displayed are only valid on the day of the order and have no effect for the future.

The prices indicated on the Site are understood in the currency indicated, all taxes included for the original works, and Duty Free for printing, licenses and various services.

Unless otherwise indicated, delivery costs are extra.

The fact that the Buyer validates his order implies that he pays the price indicated.

Payment terms

The Customer can make his payment by choosing a payment method among those indicated on his basket at the time of his order. Credit card payments are made by secure transactions provided by the payment providers ADYEN (Netherlands) and STRIPES (USA).

In the context of bank card payments, DIRYANCHI does not have access to any data relating to the Customer's means of payment: payment is made directly by the bank.

In the event of payment by money order, check or bank transfer, delivery times do not start until the date of receipt of payment by DIRYANCHI.

Billing

DIRYANCHI will send or make available to the Buyer an invoice electronically after each payment. The Buyer expressly agrees to receive invoices electronically.

Failure to pay

The agreed payment dates cannot be delayed under any pretext whatsoever, including in the event of a dispute.

Any amount not paid on the due date will give rise, ipso jure and without notice, to the application of late payment penalties calculated on the basis of a rate equal to 3 times the legal interest rate, without this penalty adversely affects the exigibility of the sums due in principal.

In addition, any delay in payment will result in the billing to the defaulting Customer of recovery costs in the amount of 40 euros, the immediate payment of all sums remaining due regardless of the agreed deadlines, plus an indemnity of 20% of the amount as a penal clause, as well as the possibility of terminating the contract unilaterally at the Client's fault. This clause is part of the provisions of article 1152 of the Civil Code allowing the judge to reduce the compensation if the judge considers that it is excessive.

Retention of title

The Products sold remain the property of the Seller until full payment of their price, in accordance with this retention of title clause.

3.3 Shipping costs

Unless otherwise indicated, all works are shipped including shipping worldwide (excluding import taxes).

The Seller undertakes to dispatch the Product (s) within 3 working days of the order confirmation.

If the shipping time should be longer, the Seller agrees to mention this in the description of the product, to inform DIRYANCHI and the Buyer. The Works are sent to the address indicated by the buyer in "My Account". It is the Buyer's responsibility to ensure that the information he communicates to DIRYANCHI is correct and will allow him to receive the products purchased on the site. .

The Seller undertakes to pack the ordered works correctly, securely and seriously so as to prevent the products from being damaged during transport. The works travel at the Seller's risk and expense. As soon as the Buyer takes physical possession of the work, the risk of loss or damage to the products is transferred to him.

The Seller undertakes to comply with the Buyer the legal guarantee of correct delivery (article 1604 of the Civil Code), the legal guarantee against hidden defects (article 1604 and following of the Civil Code) and the security guarantee (article 1386 -1 et s. Of the Civil Code) to all Buyers.

Reservations:

Upon receipt of the work or any other product ordered, the Buyer agrees to check the package before accepting it and notify the carrier of any problem, damage or reservation regarding the condition of the package immediately. In addition, the Buyer undertakes to inform DIRYANCHI via the site's messaging system and by any other means any reservations regarding the product which is delivered (by notifying, for example, damaged package, open package, suspicious noise in a package, etc.).

The Seller will keep DIRYANCHI informed of the shipment with each order via the Seller account. In the absence of this information, DIRYANCHI may cancel the transaction.

3.4 Right of withdrawal and Guarantees

Customer service

The site's customer service is accessible from Monday to Friday from 9 a.m. to 5 p.m. (GMT +1) at the following non-surcharged telephone number: 0037493151871, by email at: info@diryanchi.com or by post at 'address indicated in article 1 of these general conditions. In the latter two cases, DIRYANCHI undertakes to provide a response within 5 working days.

Right of withdrawal - Distance selling

Conditions for exercising the right of withdrawal

In accordance with current legislation on distance selling, the Consumer Buyer concluding a contract with a Seller has a period of fourteen clear days to exercise his

right of withdrawal without having to justify reasons or pay penalties, with the exception, where applicable, return costs.

The period mentioned in the previous paragraph runs from either the day the distance contract is concluded for contracts relating to the provision of a service and / or the supply of digital content not provided on a material support, either from the receipt of the goods by the Buyer or a third party, other than the transporter, designated by him, for contracts for the sale of goods and contracts for the provision of services including the delivery of goods.

In the case of an order relating to several goods delivered separately or in the case of an order of a good composed of lots or multiple pieces whose delivery is staggered over a defined period, the period runs from receipt the last good or lot or the last piece. For contracts providing for the regular delivery of goods for a defined period, the period runs from the receipt of the first good.

When the period of fourteen days expires on a Saturday, a Sunday or a public or non-working day, it is extended until the first following working day.

The decision to withdraw must be notified to the Seller via the site's email service by means of an unambiguous declaration. The Buyer has, for example, the possibility of using the standard form provided at the end of these general conditions. In any event, the Seller will send the Buyer an acknowledgment of receipt of the said withdrawal as soon as possible by email.

No cash on delivery refunds will be accepted for any reason.

Effects of the right of withdrawal

The Buyer ships back or returns the products to the Seller or to any person designated by the latter, without undue delay and, at the latest, within fourteen days of the communication of its decision to withdraw. Returns must be made in their original condition and complete in a packaging identical to that used for shipping. The Buyer, if applicable, must also include in the packaging a copy of the invoice or delivery note.

In the event that the Buyer uses his right of withdrawal, DIRYANCHI, in his capacity as a trusted third party, will reimburse all of the sums paid ((including delivery costs) to the Buyer as soon as possible and at the latest within fourteen days of the date on which this right was exercised. If necessary, DIRYANCHI may defer reimbursement until recovery of the Products by the Seller or until the Buyer has provided proof of delivery of the Products, at the earliest of the two events. Beyond that, the sum due is ipso jure productive of interest at the legal rate in force, as specified in article L. 242-4 of the Consumer Code

If applicable, DIRYANCHI will reimburse the Buyer using the same means of payment as that used by the Buyer for the initial transaction. The direct costs of returning the Product are the responsibility of the Buyer.

The Buyer's responsibility is engaged only with regard to the depreciation of the Product resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of this Product.

The conditions, deadlines and procedures for exercising the right of withdrawal are set out in the standard form provided at the end of these general conditions.

Exclusions from the right of withdrawal

The right of withdrawal does not apply, in particular, to contracts:

- supply of goods made according to the Buyer's specifications or clearly personalized;
- the supply of digital content not supplied on a material medium, the execution of which has started after the express prior agreement of the Buyer and express waiver of its right of withdrawal.

Likewise, the right of withdrawal does not apply to contracts executed in full by the two parties at the express request of the Buyer before the latter exercises his right of withdrawal.

When confirming the order of digital content independent of any material medium before the expiration of the withdrawal period, the waiver of the Buyer to the right of withdrawal will be manifested by ticking the box corresponding to the following sentence : "I expressly waive my right of withdrawal of 14 days for the Products delivered".

Termination of the contract on the initiative of the Customer

The consumer Buyer may terminate the contract by registered letter with request for acknowledgment of receipt in the event of the delivery date exceeding 21 days being exceeded. The Buyer will then be reimbursed for the sums incurred by him when ordering.

This clause does not apply if the delay in delivery is due to force majeure. In such a case, the Buyer undertakes not to take legal action against the Seller and renounces to avail himself of the resolution of the sale provided for in this article.

Guarantees

Guarantee of apparent defects and defects

It is the Buyer's responsibility to check the good condition of the Products at the time of delivery. This verification must in particular relate to the quality, quantities and references of the Products as well as their conformity to the order. No claim will be taken into account after a period of three days from delivery. In any event, any complaint concerning the delivered packages will only be taken into account if the Buyer, having the status of trader, has made reservations to the transporter in accordance with articles L. 133-3 et seq. Of the French Commercial Code.

Warranty for hidden defects and defects

Legal guarantees

Buyers have a legal guarantee of correct delivery (article 1604 of the Civil Code), a legal guarantee against hidden defects (articles 1641 and s. Of the Civil Code) and a security guarantee (articles 1245 and s. of the Civil Code).

Buyers who have the status of consumers also have a legal guarantee of conformity (Articles L. 217-4 et seq. Of the Consumer Code).

Return

In order to implement the warranty, it is up to the buyer to return the product to the address of the seller's headquarters, accompanied by an explanatory letter requesting either repair, exchange or refund.

The costs of returning the Product remain the responsibility of the Buyer except for Consumer customers implementing the guarantee of conformity of articles L. 217-4 and s. of the Consumer Code.

The consumer Buyer has a period of 2 years from the delivery of the goods to act with the seller. As such, he can choose between repairing or replacing the Product, subject to the cost conditions provided for in article L.217-9 of the Consumer Code. Finally, the Buyer is exempted from providing proof of the existence of the Product's lack of conformity during the 24 months following the delivery of said Product, except for second-hand goods.

Where applicable, the legal guarantee of conformity applies independently of the commercial guarantee.

When the consumer Buyer decides to implement the guarantee against hidden defects, he can choose between the resolution of the sale or a reduction in the sale price.

3.5 Complaints and handling of disputes

These GTS are subject to the application of French law.

At any time, the Buyer can contact the Seller for any request or complaint concerning the work ordered via the messaging available on the site.

The Seller undertakes to comply with the legal guarantee of conformity vis-à-vis the Purchasing consumers (Article L. 211-1 et s. Consumer Code).

The Seller undertakes at any time to respond to a request from the Buyer within a maximum of 24 working hours using the tools made available to it by DIRYANCHI on the Site.

In the event of a Buyer's complaint, the dispute will be settled directly between the Buyer and the Seller using the messaging tool offered by the Site. The Seller must resolve all disputes between him and the Buyer amicably. However, if the dispute is not resolved within 7 working days of receipt of the information, DIRYANCHI after informing

the Seller may refund the product to the Buyer. This amount is then deducted from the amount transferred to the Seller by DIRYANCHI.

These T & Cs can be modified at any time by DIRYANCHI. The general conditions applicable to Buyers and Sellers are those in force on the day of their order or connection to this Site, any new connection to the personal space implies acceptance, if necessary, of the new general conditions.

For any complaint, please contact customer service at the following address:
<https://DIRYANCHI.com>

By virtue of order n ° 2015-1033 of August 20, 2015, all disputes that may arise in connection with the execution of these general conditions and the solution of which could not be found beforehand amicably between the parties must be submitted to Medicys: www.medicys.fr

Any dispute relating to this contract or in relation to it will be settled by arbitration in accordance with the regulations of the Digital Institute of Arbitration and Mediation: www.fast-arbitre.com

The European Commission provides consumers of the European Union an online dispute resolution platform. Consumers can make a complaint:
<https://ec.europa.eu/consumers/odr/main/index.cfm>

3.6

Seller ratings Seller rating

Buyers are offered the option of contributing to the content of the Site by publishing comments on their use of the Products and their relationship with the Seller in order to evaluate the transaction. Comments will be subject to validation by DIRYANCHI.com or its team of moderators.

By clicking on the "Validate" tab, in order to publish his comment, the Buyer and the Seller grant a non-exclusive copyright license free of charge to DIRYANCHI relating to said comment. As such, the Buyer and the Seller authorize DIRYANCHI to communicate to the public online, in whole or in part, their comment on the Site, DIRYANCHI newsletters and the sites of DIRYANCHI partners. The Seller and the Buyer authorize DIRYANCHI to reproduce their commentary for the purposes of communicating it to the public online and producing communication and promotion materials for the Site. The Seller and the Buyer authorize DIRYANCHI to translate their comment into any language for the purpose of communicating it to the public online and reproducing it on their commercial and promotional media. The right of adaptation also includes the right to make the modifications technically necessary for the exploitation of the commentary in other formats. This license is granted for permanent use.

3.7 Personal data

In addition to article 1.4 of the Buyer GTU and 2.8 of the Seller GTU, the Buyer and the Seller are informed that the personal data collected by the Site when placing orders is processed by DIRYANCHI only at the end of these orders.

The information of the Buyers' data concerning the delivery is transmitted to the Sellers only for the sole purpose of shipping the order. This data cannot be used for other purposes.

In the event of a problem concerning the processing of data, the Buyer and the Seller can contact DIRYANCHI directly as specified in the Seller and Buyer T & Cs.

The Seller only has access to the personal data provided by the Buyer of his works on the Site when ordering. The Seller undertakes to secure this data which he keeps for the exclusive purposes of tracking his order.

DIRYANCHI has adopted an SSL encryption security system, the entire site being protected by the HTTPS protocol. The site has also reinforced security by means of scrambling and encryption in order to protect as much as possible sensitive data linked to the means of payment used on DIRYANCHI.

3.8 Final stipulations

These GTS are subject to the application of French law.

The nullity of one of the clauses of this contract will not result in the nullity of the other clauses of the contract or of the contract as a whole, which will keep their full effect and scope. In such a case, the parties shall, as far as possible, replace the canceled stipulation by a valid stipulation corresponding to the spirit and the object of the present.

The absence of exercise by DIRYANCHI of the rights which are recognized to him by the present cannot in any case be interpreted as a waiver to assert these rights.

The stipulations of these general conditions apply subject to compliance with the mandatory provisions of the Consumer Code concerning unfair terms in contracts concluded between a professional and a consumer.

Any dispute will be settled by the Courts of Montpellier notwithstanding plurality of defendants or calls in guarantee, including for the procedures in summary procedure or on requests.

APPENDIX 1

Article L. 217-4 Consumer Code

The Seller is required to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. He is also responsible for any lack of conformity resulting from the packaging, the assembly instructions or the installation

when this has been charged to him by the contract or has been carried out under his responsibility.

Article L. 217-5 Consumer Code

The product complies with the contract:

If it is suitable for the use usually expected of a similar product and, if applicable:

if it corresponds to the description given by the Seller and has the qualities that the latter presented to the buyer in the form of a sample or model;

if it has the qualities that a buyer can legitimately expect in view of the public statements made by the Seller, by the producer or by his representative, in particular in advertising or labeling;

Or if it has the characteristics defined by mutual agreement by the parties or is suitable for any special purpose sought by the buyer, brought to the attention of the Seller and which the latter has accepted.

Article L. 217-12 Consumer Code

The action resulting from the lack of conformity lapses two years after delivery of the goods .

Article L.217-16 Consumer Code:

When the buyer requests from the Seller, during the course of the commercial guarantee which has been granted to him during the acquisition or repair of movable property, a repair covered by the guarantee, any period of immobilization of 'at least seven days is added to the duration of the warranty which remained to run. This period runs from the buyer's intervention request or the provision for repair of the goods in question, if this provision is subsequent to the intervention request.

Article 1641 Civil Code

The Seller is bound by the guarantee for hidden defects in the thing sold which makes it unfit for the use for which it is intended, or which so diminishes that use, that the buyer has not acquired it, or has not would have given a lesser price, if he had known them.

Article 1648 paragraph 1 Civil Code

The action resulting from latent defects must be brought by the Buyer within two years from the discovery of the defect.