We kindly inform you that we have provided the translation of the present Terms and conditions of sale and use for your convenience. The translation is for informational purposes only, and the official version is the French version.
The present Terms and conditions of use and sale are subject to French law. The client and ARTMARKET.COM shall accept the sole jurisdiction of the courts of LYON, France, to rule on all litigation.

ARTPRICE.COM'S GENERAL TERMS AND CONDITIONS OF SALE AND USE

ARTMARKET.COM is a limited company with capital of EUR 6,651,515 registered in France on the Trade and Companies Register under number RCS 411 309 198 and VAT number FR 15411309198, with head offices at Domaine de la Source 69270 Saint-Romain-au-Mont-d'Or, France.

Tel +33 (0)4 78 22 00 00
Email support@artprice.com

ARTPRICE.COM is an Internet service provided et hosted by ARTMARKET.COM and made available under the terms of this User Contract.

This User Contract alone is the only document contractually linking you, as a user of ARTPRICE's services, with ARTMARKET.COM.

By accessing the ARTPRICE.COM website, whatever the Internet address or URL used and/or by taking out a subscription and/or registering on the ARTPRICE website you accept to be bound by all the terms of this User Contract.

In any dispute, the French version of ARTPRICE.COM's General Conditions of Sale & Use is the only possible reference.

ARTICLE 1: USER INFORMATION

You hereby authorize ARTMARKET.COM to ask you to provide personal or professional details necessary for the management of your account and to improve the services we offer you.

ARTPRICE.COM reserves the right to refuse and/or cancel without prior notice the registration or subscription of a client with whom it has had past payment difficulties or who has demonstrated a lack of respect for ARTPRICE's General Conditions of Sale & Use or existing laws and regulations.

ARTICLE 2: USE OF THE ARTPRICE.COM WEBSITE

From the ARTPRICE.COM website, you can consult the entirety of the databanks available on the website.

Our website requires cookies to be enabled in your web browser to maintain your session with the web server.

The use of our site and our services is optimal with the following browsers: Mozilla Firefox (version 80 or later), Opera (version 68 or later), Google Chrome (version 82 or later), Edge (version 82 or later), Safari (version 12 or later). Internet Explorer is not supported.

ARTMARKET.COM reserves the right to limit the number and frequency of consultations effected on its website and any such reduction or limitation shall under no circumstances be considered grounds for any claim or to have occasioned any prejudice to the user.

We prohibit any consultations that do not conform to the profession's customs, any automated consultations, especially those generated by a machine, software or hardware system, and any consultations based on algorithms, mathematical series or by comparison with another existing databank.

ARTICLE 3: USER DECLARATION

The user states that he/she is at least 18 years of age and has the legal competence to conclude this contract, register on ARTPRICE's website to take out a subscription allowing him/her to subsequently make consultations.

By using the artprice.com username and password, the user accepts sole responsibility for consulting ARTMARKET.COM's databanks.

ARTPRICE shall attempt to satisfy all such consultations, it being understood that ARTPRICE's obligation is limited to that of due care and diligence.

ARTMARKET.COM cannot be held responsible for the fraudulent use of the username and password of the user which are the only references that ARTMARKET.COM is authorised to verify.

ARTICLE 4: SITE CONTENT

ARTPRICE.COM makes available online databanks containing information about art and the art market.

In order to do so, ARTPRICE processes raw information and incorporates it into its databanks manually.

ARTMARKET.COM offers no guarantee as to the absolute accuracy of the information concerned. It commits itself only to an obligation of due care and diligence in processing the information it collects.

On the artist page, ARTMARKET.COM makes available to its users, free of charge and subject to conditions, a selection of images of works offered for sale at public auction.

The auction results indicated as "hammer price" are the prices reached during a public auction sale. Prices indicated as "including fees" are given purely for information purposes and should not be interpreted as proof that the transaction was finally concluded.

ARTPRICE reserves the right to remove from its website without prior notice, explanation or compensation of any sort, any material of any kind that violates applicable law, public order or common decency or that violates these General Conditions or its editorial policy. If, despite all the care taken by the databanks department, you should notice irregularities or elements that violate applicable law, public order or common decency, you can report it to legal@artprice.com.

ARTICLE 5: PROPERTY

All programmes, services, procedures, concepts, non-commercial software, brands, technological elements and content of the databanks as well as all the services offered by ARTPRICE remain the full and exclusive property of ARTMARKET.COM and are protected by intellectual copyright.

Any unauthorised use of ARTPRICE's protected services, procedures, concepts, non-commercial software, brands, technological elements or databank content is strictly prohibited.

Specifically, ARTPRICE has authorship rights over its databanks which are protected under the terms of Article L 112-3 of the French Intellectual Property Code (Code de la Propriété; Intellectuelle) and the contents of these databanks may only be reproduced under the exceptional circumstances described in Article L 122-5 of the same Code.

Thus any use or quotation of data contained in the current database must be previously authorised by Artprice.com, and if distributed to the public, must respect the moral rights of ARTPRICE and indicate the following: 'source: ARTPRICE.COM'.

The user undertakes not to reproduce, copy, store or change the information made available by artprice.com using whatever medium and to whatever end.

ARTICLE 6: GUARANTEE AND LIMITATION OF RESPONSIBILITIES

The user benefits from the legal guarantee against hidden defects pursuant to articles L217-1 and following of the French Consumer Code, and 1641 and following of the French Civil Code.

All information in the ARTPRICE.COM databanks is provided 'as seen' and ARTPRICE offers no express or implied guarantee as to the content of this information which has been collected and collated from other pre-existing elements which may themselves contain errors.

ARTPRICE, while seeking to minimise these errors, nevertheless accepts no responsibility for the presence of any erroneous information on its databanks. By this contract, the user renounces any claim or right to engage in litigation relative to any loss or injury caused by any such errors on the basis of contractual or criminal responsibility, or on any other basis.

ARTICLE 7: PAYMENT

When opening his/her account to access payable services, the user shall choose the subscription options he/she wishes to purchase.

The validity of the subscription depends on the type of subscription selected. Unlimited access subscribers can access the databases depending on the subscription option and must abide by Article 2 above.

Please note that, when ordering on our website, prices are shown in Euros for all countries, except for customers billed in the USA, Canada, Mainland China and the United Kingdom, who are shown prices in US dollars, CNY and GBP respectively. ARTPRICE is not responsible for any difference that may arise between the estimated amount of your order and the invoiced amount, due to changing currency rates and bank fees.

In the event of online or deferred payments by the client being rejected, ARTPRICE reserves the right to suspend or cancel without prior warning the registration of the user and to bill the client for any costs related to such rejected payments.

ARTICLE 8: TRANSFER – USE

The account is strictly for the personal use of the user alone.

The user is therefore forbidden to cede, transfer or sublicense his/her rights as a user to anyone whatsoever.

He may not allow other persons to use his/her account, password and username.

If the general conditions of use herein are infringed, the user's subscription and/or registration may be cancelled immediately by Artprice.com, in which case the subscription will not be refunded and the user may claim no indemnity from Artprice.com. Furthermore, Artprice.com reserves the right to claim from fraudulent users the payment of any sum unduly paid as a result of the fraudulent use of their account by any other user and/or the infringement of the general conditions of use herein.

ARTICLE 9: APPLICATION DATE OF CONTRACT

This contract shall come into effect on the date it is first accepted, and remain in force until the closure of the account.

The user has the right to withdraw from the purchase contract without giving a reason within 14 (fourteen) days of receipt of the goods or the start of the subscription.

If necessary, he must pay return shipping costs for the item ordered or an amount corresponding to the service provided if the service provision has started before the end of the withdrawal period.

Before the expiry of the withdrawal period, he must send the following to Artprice.com:
– the standard withdrawal form,
– or a statement expressing his wish to withdraw the purchase,
either by email to support@artprice.com or by recorded letter with acknowledgement of receipt to Artprice.com, Domaine de la Source 69270 Saint Romain au Mont d'Or – France

After this period of 14 (fourteen) days, the goods or service will be considered as in compliance with the order and accepted by him.

ARTPRICE reserves the right to modify this contract at any moment by posting the modifications online and it is the client's responsibility to regularly acquaint him/herself with the user information that shall be made available online for this purpose.

If the client continues to use the ARTPRICE.COM website after the online posting of any such modifications he/she shall be deemed to have accepted the present contract along with its modifications.

If a client disagrees with any modifications, he/she shall inform ARTPRICE within a period not exceeding 30 days of their initial publication by ARTPRICE.

ARTICLE 10: LEGAL GUARANTEES

The following legal provisions apply to all sales made by the company Artmarket.com to a consumer.

Sale of goods:

In the event of the appearance of an anomaly regarding conformity, the consumer has a period of two years from the delivery of the goods to enforce imp

When the contract of sale of the goods or services provides for the continuous supply of digital content or a digital service for a period of more than two y

The legal guarantee of compliance gives the consumer the right to repair or replace the goods within thirty days of his/her request, free of charge and wit

If the good is repaired within the framework of the legal guarantee of compliance, the consumer benefits from a six-month extension of the initial guarant

If the consumer requests the repair of the good, but the seller imposes its replacement, the legal guarantee of compliance is renewed for a period of two

The consumer can obtain a reduction in the purchase price by keeping the goods or terminate the contract with full reimbursement return of the goods, if
1° the seller refuses to repair or replace the goods;
2° the repair or replacement of the goods takes place after a period of thirty days;
3° the repair or replacement of the good causes a major inconvenience for the consumer, in particular when the consumer definitively bears the cost of re
4° the non-compliance of the good persists despite the seller's unsuccessful attempt to render it compliant.

The consumer is also entitled to a reduction in the price of the goods or to the cancellation of the contract when the lack of compliance is so serious that i

The consumer is not entitled to rescind the sale if the lack of compliance is minor.

Any period of immobilization of the property with a view to its repair or replacement suspends the remaining life of the guarantee until the delivery of the

The rights mentioned above derive from the application of Articles L. 217-1 to L. 217-32 of the France's Consumer Code.

One-off, or non-recurrent provision of digital content or a digital service, or a series of separate provision operations:

The consumer has a period of two years from the provision of a digital content or digital service to obtain the implementation of the legal guarantee of co

The legal guarantee of compliance entails the obligation to provide all the updates necessary to maintain the compliance of the digital content or the digi

Continuous supply of digital content or digital service:

The consumer is entitled to the implementation of the legal guarantee of compliance in the event of the appearance of a lack of compliance throughout th

For any provision of digital content or digital service(s):

The legal guarantee of compliance gives the consumer the right to expect the digital content or digital service be brought into compliance without unjusti

The consumer can obtain a price reduction by keeping the digital content or the digital service, or he/she can terminate the contract and obtain a full refu
1° the seller refuses to restore the compliance of the digital content or digital service;
2° the restoration to compliance of the digital content or the digital service is unjustifiably delayed;
3° the restoration to compliance of the digital content or the digital service cannot take place without additional costs imposed on the consumer;
4° the restoration to compliance of the digital content or digital service causes a major inconvenience for the consumer;
5° the non-compliance of the digital content or digital service persists despite the unsuccessful attempt by the seller to restore its compliance.

The consumer is also entitled to a reduction in price or to a cancellation of the contract where the lack of compliance is so serious that it justifies an imme

In cases where the lack of compliance is minor, the consumer is only entitled to the cancellation of the contract if the contract does not provide for the pa

Any period of unavailability of the digital content or the digital service with a view to restoring its compliance suspends the remaining guarantee until the

These rights derive from the application of Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

In general, for any sale or provision of digital content or services, the seller who in bad faith obstructs the implementation of the legal guarantee of compl

The consumer also benefits from the legal guarantee against hidden defects pursuant to articles 1641 to 1649 of the French Civil Code, for a period of two

To benefit from the legal guarantee against non-compliance or hidden defects in respect of any sale of goods or content or digital services made by the company Artmarket.com, please contact our Customer Service:

- by email at support@artprice.com
- by mail at Artmarket.com, Domaine de la Source, 69270, Saint Romain au Mont d'Or – France
- or by telephone on +33 478.22.00.00

In order to optimize the processing of your requests, please remember to indicate in your letter or email your family name, first name, email address used to place your order and the number of the order concerned.

As part of the implementation of these guarantees, the conditions of support may vary according to the agreements concluded between the company Artmarket.com and the manufacturer of the product, its suppliers or its partners.

This warranty does not cover defects caused by abnormal or faulty use or resulting from a cause unrelated to the intrinsic qualities of the digital products, content/services provided. In the event that there is no defect, latent defects or non-compliance noted, or in the event of abnormal use of your product or digital content/service(s), we will not exchange the product or issue a refund; we may also charge you for the costs incurred in processing your request.

ARTICLE 11: LEGAL JURISDICTION

This contract is subject to French law.

The client and ARTMARKET.COM accept the competence of the courts of LYON, France, to rule on any litigation relating to the termination or cancellation of this contract.

ARTICLE 12: AMICABLE RESOLUTION OF DISPUTES

Field of application:

Under Article L611-2 of France's Consumer Rights Code, the consumer may pursue an alternative dispute resolution mechanism via a Consumer Mediation service as long as the dispute is between a consumer and a professional.

Under Article L611-3 of France's Consumer Rights Code, the mediation of consumer disputes cannot be applied to disputes between professionals, to complaints brought by consumer to professional's customer services, to direct negotiations between consumers and professionals, to attempts at conciliation or mediation ordered by a court that is competent to handle consumer disputes, or to legal proceedings initiated by a professional against a consumer.
Mediation procedures:

Recourse to consumer mediation in the event of disputes is optional and is not a prerequisite for referral to a tribunal.

The consumer, under Article L612-1 of France's Consumer Rights Code, is entitled to free access to the opinions and services of a Consumer Mediator, with a view to the amicable resolution of any dispute with a professional.

Any customer who intends to launch a dispute relating to the acquisition of a product or service contracted via this website may contact the Consumer Mediation Commission to ascertain which Consumer Mediation website is applicable to this contract.

The link below (or any other link that may replace it) to the website of the Consumer Mediation Commission provides direct access to information about the mediation procedure: https://www.economie.gouv.fr/mediation-conso

Any referral to a Consumer Mediator must take place within one year of the written complaint sent to the professional, under the conditions provided for in our General Conditions of Sale.

The mediation of disputes must be accessible by electronic means or by post.

Mediation is free of charge for the consumer. However the consumer will be liable for any costs incurred in respect of legal representation or advice from a lawyer or any other person of his/her choice at any stage of the mediation process, as well as for any costs relating to the opinions of an expert, whose services he/she may wish to contract.

Regarding the solicitation of an expert's opinion, each party in a dispute may seek an expert's opinion, with each party being responsible for the corresponding costs incurred.

Upon receipt of the documents on which the consumer's claim is based, the Consumer Mediator shall notify the parties, by electronic mail or by post, of the referral, reminding both parties that they may withdraw from the procedure at any time.

Upon request by either party, the Mediator may communicate all or part of the documents in the file and may request to meet the parties together or separately.

In the absence of an amicable agreement between them, the Mediator will offer them a solution to settle the dispute.

The result(s) of the mediation process will be submitted within 90 days at the latest from the mediator's referral notification date. However, in the event of complex disputes, this period may be extended by the Mediator at any time after notifying the parties as soon as possible of any expected delay.

Exclusions from mediation:

Under Article L612-2 of France's Consumer Rights Code, a dispute cannot be examined by a Consumer Mediator in the following cases: a) the consumer has not attempted beforehand to resolve his/her dispute directly with the professional by a written complaint, in accordance with the law and/or with the terms and conditions of any contract, where applicable; b) when the Consumer Mediator considers the claim to be manifestly unfounded or excessive, c) where the dispute has been previously examined or is being examined by another mediator or by a Court; d) when the consumer has referred his claim to the Mediator later than 1 year after the his/her initial written complaint to the professional; e) when the dispute does not fall within the Mediator's field of competence.

In any of these cases, the Mediator shall inform the consumer, within three weeks, from the receipt of his file, of the rejection of his/her request for mediation for the reasons mentioned above.
Confidentiality:

In accordance with the provisions of Article L612-3 of France's Consumer Rights Code, unless otherwise agreed by the parties, any mediation procedure is confidential.

The findings of the mediator and any statements collected during the mediation procedure may not be disclosed to third parties, or invoked or produced in the context of a judicial or arbitral proceeding, without the agreement of the parties.

Exception is made to the preceding paragraphs, in the following two cases:

1 – in the presence of overriding questions of public order or of motives relating to the protection of the best interests of children or to the physical or psychological integrity of consumers;
2 – in cases where disclosure of the existence and/or the contents of any agreement reached via mediation is necessary for its implementation or execution. When the Mediator is appointed by a judge, the Mediator will inform the judge whether or not the parties have reached agreement.

Mediator contact details:

A list of Mediators is available on the website https://www.economie.gouv.fr/mediation-conso (or any other site that may replace it) by clicking on the link "la liste des médiateurs de la consommation référencés" accessible at the following address: https://www.economie.gouv.fr/mediation-conso/liste-des-mediateurs-references

The European Commission has set up a dispute resolution platform intended to collect any complaints from consumers related to online purchases and then forward them to the competent national mediators. This platform can be reached at the following address (or any other address that may replace it): https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN.

GENERAL TERMS AND CONDITIONS OF SALE AND USE OF ARTPRICE IMAGES®

The subscription to the ARTPRICE Images© databanks allows you to view works sold in public auctions and listed in sales catalogues, brochures and leaflets. It also allows you to view the artists' signatures represented in the signatures books owned by ARTPRICE. ARTPRICE Images is an optional subscription reserved to ARTPRICE subscribers who have an annual or one-day access subscription plan to the ARTPRICE databanks which is still valid on the day they apply.
Scope of service

The ARTPRICE Images optional service covers the period of sales from 1983 to the present day and upcoming auctions. Certain works are, however, unavailable for online viewing either because they are not reproduced in the sales catalogue or not yet the object of an agreement with the artist, his/her beneficiaries or the company managing the artist's rights. 36,000 artists' signatures and monograms are included in ARTPRICE Images®.

The availability of a consultable reproduction with the ARTPRICE Images service for listed works is indicated as follows: if the work is reproduced in the sales catalogue and available for viewing with the ARTPRICE Images option, the image is displayed (viewing of the image depends on the subscriber's level of access)

Protection of data and images

The user undertakes by subscribing to this service not to reproduce, store or change the reproductions of works viewed using whatever medium and to whatever end. Comments and notes written by ARTPRICE's art historians are protected by copyright under the Law of 11 March 1957 which is reproduced in the Intellectual Property Code. Similarly, the ARTPRICE Images databanks, its structure and its ergonomics are the property of ARTPRICE and in this capacity are protected by French regulations.

In the case of non-respect of reproduction rights, the user will be liable to litigation initiated by the artists, beneficiaries or entities mandated to manage copyright.

ARTPRICE reserves the right to prosecute any violator of rights applying to the protection of its data and image banks. This website complies with copyright. All the copyright of protected works reproduced and communicated on this website is reserved. Except where authorised, any use of works other than for reproduction and private and individual consultation is forbidden. If you wish to publish or distribute images, you must first obtain the agreement of the ADAGP or one of its representatives abroad and pay the corresponding copyright fee:
ADAGP
11, rue Duguay-Trouin
75006 PARIS – France
Tel: (33) 1.43.59.09.79
Fax: (33) 1.43.59.61.48
E-mail: adagp@adagp.fr

The present terms and conditions of sale and use of the ARTPRICE Images service are subject to French law. The client and ARTPRICE shall accept the sole jurisdiction of the courts of LYON, France, to rule on all litigation relating to ARTPRICE Images.

GENERAL CONDITIONS OF USE FOR ARTPRICE.COM "Ads" (Advertisements)

ARTICLE 1: SCOPE OF APPLICATION

The General Conditions of Sale & Use applies exclusively to commercial relations between ARTMARKET.COM (hereinafter referred to as the "Company"), a limited company registered in France on the Trade and Companies Register under number RCS 411 309 198, with head offices at Domaine de la Source 69270 Saint-Romain-au-Mont-d'Or, France, and you, an Artprice Marketplace Advertisement customer.

In the context of your activity on our Marketplace, you are subject to certain rights and obligations depending on whether you operate on our Marketplace as a professional or a consumer. You may find further information regarding these specific rights and obligations by clicking the following link: rights and obligations of users of our Marketplace.

The Company may modify these General Conditions at any time. However, the General Conditions in force on the date you validate them for the purposes of placing your advertisement(s) on the Artprice Marketplace remain applicable to your corresponding advertisement(s).

ARTICLE 2: POSTING OF ADVERTISEMENT

The artprice.com Marketplace accepts your Advertisement providing that it complies with the terms of these General Conditions of Sale & Use. By confirming the placement of your Advertisement with ARTPRICE electronically or by any other means, you accept all the terms and conditions enumerated

herein.

ARTICLE 3: ARTPRICE ADVERTISEMENTS

ARTPRICE Advertisements must be created for works of Art, Antiques and Design. For works of Art, an ARTPRICE Advertisement must concern one of the following categories: Drawing-Watercolour, Painting, Print, Sculpture-Installation, Photography and Audiovisual-Multimedia. All ARTPRICE Advertisements must necessarily concern an artist or artists referenced in the ARTPRICE databank.

The Artprice.com standardized market place only accepts original artworks “from” or “made by” the artist abovementioned. “Attributed to”, “Workshop of”, “school of”, “in the taste of”, “style of”, “in the way of”, “sort of”, “inspired by”; “technics of” are not accepted (pursuant to Decree No 81-255 of 3 March 1981 on prevention of fraud regarding transactions of artworks and of pieces of collection).

Your ARTPRICE Advertisement must be formatted using exclusively the resources of the ARTPRICE databank: Name of artist, Category, Technique, Signature. ARTPRICE’s databanks are protected under sui generis rights belonging to ARTPRICE as well as by copyright law.

For the Antiques and Design works, an ARTPRICE Advertisement must concern one of the following categories: Furniture, Lighting, Ceramics-Glass, Architectural items. Your Advertisement must obligatorily be associated with one of these categories. You have the option of associating your Advertisement with the name of the artist who created the object you wish to sell, for Antiques. Your Advertisement must use the criteria offered in the ARTPRICE Advertisement creation forms: Category, Period, Material, Origin.

ARTPRICE Advertisements describe solely works of Art, Antiques or Design available for sale by a buyer. Each Advertisement must concern one single artwork, series or portfolio, it cannot advertise a bundle of diverse works. They may include only texts and images that you provide. The content of your Advertisement must not violate any third party publication or authorship rights relating to the photographs, images or texts you use in in your Advertisement. ARTPRICE.COM reserves the right to request any documentary proof to confirm your ownership of the item described in the Advertisement or your right to sell it. The Company draws your attention to the fact that you are fully responsible for any ARTPRICE Advertisements that you post.

The Company cannot be liable for the quality of reproduction of the images you choose to post in your Advertisements. By accepting these General Conditions of Sale & Use you declare that you are authorized to publish the photograph(s)/image(s) of the work or item of Art, Antiques or Design being sold in the framework of your ARTPRICE Advertisement(s). Vendors are solely responsible for any data and information posted in an ARTPRICE Advertisement.

The publication by the Company of an Advertisement through the Artprice.com Marketplace cannot under any circumstances be interpreted as constituting a guarantee or endorsement by the Company of the authenticity or origin of the object or item being offered for sale. The Company reserves the right to remove from its standardised marketplace any advertisement and / or material of any kind that violates applicable law, public order or common decency or that violates these General Conditions ot its editorial policy, either at the request of a judicial authority or on its own initiative. Artprice reserves the right to refuse service to any person who has presented or who presents false, suspect or misleading information, or with history of insolvency or behaviour contrary to the law, a breach of public order or morality, or has not respected or has broken current terms of use.

ARTPRICE Advertisements:

- must not contain viruses, worms or other computer program intended to damage or to surreptitiously intercept any IT system, database or personal information,
- must not propose logo or watermark, or direct or indirect hypertext links to goods or services on the Internet.

In addition, you may not place any advertisement that would violate applicable law, public order or common decency, or that violates the rights or licenses of third parties, copyright laws, industrial and / or intellectual property rights or that violates these General Conditions of Sale & Use.

The Company reserves the right to remove any Advertisement and/ or any ARTPRICE Store and /or any element which would be contrary to law, public policy or public decency, or which would contravene these General Conditions of Sale & Use or Artprice’s editorial policy. If the Company decides to withdraw your advertisement for reasons relating to the violation of these General Conditions of Sale & Use, your advertisement will not be refunded and you may not claim any compensation from the Company.

ARTICLE 4: USAGE AUTHORISATION

In order to allow the Company to use the elements (information, text, images, photos) included in your Advertisement without violating any rights that you may possess in respect of these items, you grant the Company, by accepting the terms of these General Conditions of Sale & Use, a non-exclusive, free right, to use, exploit and publish the said elements on any paper or digital support, and to sub-authorize any third party to do likewise, applicable worldwide for the duration of the Company’s activity, in accordance with the Company’s Confidentiality and Personal Data Protection Charter. This authorisation shall remain in force throughout the legal protection period of your personal information.

You agree not to use software or any manual process to copy ARTPRICE.COM’s web pages or to save or collect information on these pages without the express prior written permission of the Company. You agree not to use any devices or software of any kind to interfere or attempt to interfere with the proper functioning of the ARTPRICE.COM website. You agree not to undertake any action which would impose a disproportionate burden on the Company’s infrastructures. You agree not to copy, reproduce, alter, modify, create derived works or disclose all or part of the content of our website to the public without prior express written consent of the Company or the consent of any relevant third parties.

The Company cannot be held responsible if all or part of the contents of an ARTPRICE Advertisement is reproduced on other websites or any other existing or future media without its knowledge and its written consent.

ARTICLE 5: COMPENSATION

You agree to indemnify the Company and the other companies in the Company’s Group and its corporate officers, directors and employees against any claim by any third party (ies) caused by or resulting from your breach of these general conditions or a your breach of any statutory provision or of any rights possessed by the said third party (ies). This guarantee shall cover both the principle of any potential damages awarded and any litigation costs incurred.

ARTICLE 6: LIABILITY

The publication by the Company of an Advertisement on the Artprice.com Marketplace cannot under any circumstances be interpreted as constituting a guarantee or endorsement by the Company of the authenticity or origin of the object or item being offered for sale in one of the categories Art, Antiques and Design.

The Company, on the one hand, and you, on the other, are independent parties, with each party acting in its own name and on its own behalf. We do not intercede in transactions between buyers and sellers. Accordingly, we do not exercise any control over the quality, security or lawfulness of the items, which are listed, the truth or accuracy of the contents of ARTPRICE Advertisements posted online, the sellers' legal capacity to sell said items or services, or the buyers' ability to pay for said items or services.

You therefore discharge the Company (as well as its subsidiaries, associated companies, managers, senior executives and employees) from all liability in event of a dispute or claim, and from liability for all present or future damage resulting directly or indirectly from your ARTPRICE Advertisement.

These Artprice.com Marketplace Advertisement General Conditions of Sale & Use does not create any tied link, mandate, jointly-owned company (Société en Participation), joint venture (Entreprise Commune), franchiser / franchisee or employer / employee relations between the Company and you the user.

The Company cannot be liable for the content of websites towards which you may be directed by hypertextual links on our website.

The Company undertakes to take all due care commonly practiced in the profession to implement the service(s) proposed to its customers. However, we cannot be liable for breaches of our contractual obligations resulting from a fortuitous events or a force majeure event such as (without being limited to), disasters, acts of terrorism, sabotage, strikes, fire, flood, material failure or breakdown of means of transportation, means of communication, or on account of any action initiated by the customer.

In addition, the Company cannot be liable for errors in the presentation of products on our website, as the photographs, texts and illustrations representing the products are not contractual.

ARTICLE 7: PROTECTION OF PERSONAL DATA

All personal data pertaining to you is handled with the utmost confidentiality, in accordance with the provisions of the Company's personal data protection policy that is explicitly defined in its Confidentiality and Personal Data Protection Charter.

When you register on the artprice.com website, whether to sell and / or purchase, we only ask you for information that is absolutely essential in order to ensure the quality of the services and the due processing of your order. When creating your Artprice.com account you accept to fill in the registration form with accurate information and provide, when applicable, the requested documentary proofs, to list your status (professional or non-professional) and update it when necessary. At the time of publication of your ARTPRICE Advertisement, only users of the ARTPRICE.COM website who have registered beforehand will be able to visualize the data that enables them to contact you.

In accordance with current laws and regulations regarding the protection of personal data, you are entitled to modify or delete any personal information that we may have been given or have collected. To exercise this right, access your client profile under MY ACCOUNT or contact the Company's Personal Data Manager by email at rgdp@artprice.com or by post at the address indicated in the introduction to these General Conditions of Sale & Use.

For any other questions regarding the protection of your personal data, you can send us an email via the Contact page on ARTPRICE.COM. By accepting these General Conditions of Sale & Use you acknowledge that you have read the Company's Confidentiality and Personal Data Protection Charter and you grant us the right to collect and use this data.

ARTICLE 8: MODERATION OR REPORTING OF ILLICIT OR INAPPROPRIATE CONTENT OR BEHAVIOR

If, while navigating in our Marketplace, you notice any adverts containing clearly illicit content or content that is contrary to these General Conditions of Use or any illegal or questionable user behavior on our Marketplace, you may report it to our customer service by completing the present notification form or by sending your report by email to marketplace@artprice.com. If you send your report by email you should mention "Reporting Marketplace" in the subject of your email.

The Company reminds you that the advertisements presented on its Marketplace are offers from third-party sellers. These third-party sellers are responsible for the content of the ads they produce and for the items they offer for sale. In its capacity as host, the Company does not carry out any vetting of the advertisements posted on its Marketplace by these sellers and cannot be held liable for what they offer for sale. The Company plays no role in the transactions between buyers and sellers and therefore exercises no control over what sellers may sell or what buyers may buy.

In order to ensure that any notification/report you send to us is reviewed quickly and efficiently, please complete the form accurately and fully, and, if necessary, attach any relevant documents or send us a detailed and exhaustive report by email. Notifications or reports that are incomplete are unlikely to be acted upon. Your report will be processed as soon as possible and any action that we deem necessary will be taken. These actions may notably include the withdrawal of the offending advertisements or information, the exclusion of a user from our Marketplace, and – in the event of a criminally reprehensible offense – the reporting of the persons or organization responsible to the relevant authorities. This list of possible responses is not exhaustive and other actions may also be taken. All responses implemented by the Company will be taken without prejudice to any further action that the Company may consider necessary. In such matters, the Company does not recognize or accept any liability whatsoever and nor does it concede, abandon, or forego the exercise of its rights and its means of legal defense.

By sending us your report, you:
– accept that the Company may be required, where applicable, to communicate its content to third parties (e.g.: judicial authorities, supervisory authorities, and/or third parties concerned by the alleged infringement and/or the illicit or erroneous content), and grant the Company the right to use, reproduce, publish, translate and disclose its content, in whole or in part, anywhere in the world, via any means of communication.
– accept that you are responsible for the facts reported and as such incur your civil and/or criminal liability in the event that the information and/or documents provided in your notification are inaccurate and/or misleading and/or false.
– accept that you will be held responsible for any claim and/or action brought by third parties against the Company in direct or indirect connection with your notification, and you expressly release the Company from any liability or claim and/or action resulting from your notification.

The notification form for reporting illicit or inappropriate content or behavior should not be used for reporting a commercial dispute concerning a sale or purchase made on the Artprice.com Marketplace.

ARTICLE 9: APPLICABLE LAW AND COURT OF COMPETENT JURISDICTION

These General Conditions of Sale & Use is subject to French law. Disputes relative to commercial relations between the Company and its customer are subject to the exclusive competence of the French courts.

GENERAL CONDITIONS OF USE OF ARTPRICE'S STANDARDISED BROKERAGE PLATFORM FOR AUCTIONS CONDUCTED REMOTELY VIA INTERNET

Preamble

Artmarket.com (hereinafter referred to as the "Company") wishes to remind all users and potential users that this service is exclusively governed by Article 5 of the French law of 20 July 2011 amending Article L321-3 of the French Code of Commerce, which defines auction brokerage activities conducted remotely via Internet (online) as follows (http://www.legifrance.gouv.fr):

"Auction brokerage operations conducted remotely via Internet are distinct from online auctions because a) the winning bidder is not necessarily the highest bidder and b) there is no third party involved in the description of the items or objects for sale or in the conclusion of the sale. They therefore do not constitute "public auctions" in the sense in which that term is used in this chapter.

Any service provider who provides vendors with a platform that allows the organisation and conduct of an online auction brokerage activity must inform the public explicitly and unequivocally of the nature of the service proposed, under the conditions described in Article L. 111-2 of the French Consumer Code and at point III of Article L. 441-6 of this Code".

Hence, in accordance with the provisions of the law, the Company hereby reminds its public clearly and unequivocally trtprice.com's standardised auction marketplace is a platform allowing its users to visualise, participate, organise and/or conduct online auction brokerage operations and that the Company is not involved in either the bidding process or in any transactions resulting from the posting of auction advertisements on its electronic platform.

ARTICLE 1: SCOPE OF APPLICATION

These general terms and conditions of use apply to relations between Artmarket.com (hereinafter referred to as the "Company"), a limited company registered in France on the Trade and Companies Register under number RCS 411 309 198, with head offices at Domaine de la Source 69270, France, and you, the user of the ARTPRICE.COM website's standardised auction marketplace (under the terms stipulated in 2 and 3 of Article 5 of Law no. 2011-850 governing auction brokerage operations conducted via Internet) for either non-professional or professional purposes.

In the context of your activity on our Marketplace, you are subject to certain rights and obligations depending on whether you operate on our Marketplace as a professional or a consumer. You may find further information regarding these specific rights and obligations by clicking the following link: rights and obligations of users of our Marketplace.

The Company may modify these General Conditions at any time (except the legal framework under which the Company operates and which is mentioned in the Preamble). However, only the version of the General Conditions prevailing at the date of completion of an auction brokerage operation is valid for the parties involved.

ARTICLE 2: POSTING BY THE VENDOR OF HIS/HER ADVERTISEMENT

The Company accepts the posting of your online auction advertisements on ARTPRICE's standardised platform under the terms of the present General Conditions. By sending your advertisement to ARTPRICE via Internet or by any other means, you accept all the terms and conditions enumerated herein.

Only persons possessing an account at ARTPRICE may post auction advertisements on ARTPRICE's standardised platform.

Your advertisement must relate to Art, Antiques or Design only. For Art advertisement, the work must be associated with an artist name already listed in the Artprice databank. For Antiques and Design advertisement, the work must be related to the following categories: Furniture, Lightings, Ceramics-Glass, Architectural Items. The Artprice.com standardized marketplace only accepts original artworks "from" or "made by" the artist abovementioned. "Attributed to", "Workshop of", "school of", "in the taste of", "style of", "in the way of", "sort of", "inspired by"; "technics of" are not accepted (pursuant to Decree No 81-255 of 3 March 1981 on prevention of fraud regarding transactions of artworks and of pieces of collection).

The advertisements may only include texts, documents, videos and images that you provide.

The content of your advertisement must not violate any third party rights relating to photographs, images, videos or text. ARTPRICE Advertisements:

- must strictly remain anonymous until the money is escrowed by the trusted third party,
- must not propose logo or watermark, or direct or indirect hypertext links to goods or services on the Internet,
- must not contain viruses, worms or other computer programs intended to damage, modify or surreptitiously intercept any IT system, database or personal information.

In addition, you may not place any Auction advertisement that would violate applicable law, public order or common decency, or that violates the rights or licenses of third parties, copyright laws, industrial and / or intellectual property rights, or that violate these General Conditions or Artprice's editorial policy.

The Company reserves the right to remove from its standardised marketplace any Auction advertisement and / or material of any kind that violates applicable law, public order or common decency or that violates these General Conditions or Artprice editorial policy, either at the request of a judicial authority or on its own initiative.

If your Auction advertisement is withdrawn for any of the reasons indicated above, your advertisement will not be refunded and you shall not be eligible for compensation from the Company.

ARTICLE 3: VENDOR'S RIGHTS, GUARANTEES AND OBLIGATIONS

The vendor recognises that he/she is fully aware of the legal framework mentioned in the Preamble to these General Conditions of use and under which this service is offered. In this respect, the vendor fully accepts the rights and obligations associated with this legal framework.

The vendor undertakes to submit to auction only items the vendor possesses and of which the vendor is the undisputed owner. By posting their advertisement on the ARTPRICE website, vendors confirm that they are legally entitled to sell the advertised items.

In the framework of the posting of its advertisement, the vendor agrees to fill in all sections of the factsheet (identity, status, contact details…) submitted to the vendor accurately and honestly and certifies that the vendor is in possession of all the original documents attesting to the ownership and to the authenticity of the item(s) the vendor wishes to submit to auction. The vendor undertakes not to submit false or misleading information concerning either the vendor's personal information, the item for sale or in the advertisement the vendor wishes to post. In addition, when a vendor places an advertisement on ARTPRICE.COM's standardised online sales platform, he/she cannot simultaneously place an Ad for the same work or item at a fixed price on the ARTPRICE.COM website.

Vendors are solely responsible for the information they post regarding the item(s) they wish to submit to auction and for all the information contained in related advertisement. The vendor agrees to comply with all applicable laws and regulations, including commercial and tax laws relating to the movement of cultural items.

If requested to do so by any administrative, legal or tax authority, the Company reserves the right to request proof of ownership and/or the transport conditions of the item(s) advertised for auction from the vendor and to transfer such proof to the authorities. Vendors shall draft their advertisement, which is to be published on Artprice.com's standardized auction marketplace within the 48 working hours following the full posting of the advertisement (full posting meaning that the identity factsheet is full filled in and that all necessary documentary proofs have been made available). Vendors shall themselves determine the terms of the auction of the work or items and shall freely determine the duration (minimum 3 (three) days; maximum 14 (fourteen) days) of the auction as well as the successful buyer from among the best offers communicated to them by ARTPRICE under the conditions stipulated in Paragraph 2 of Article L321-3 of the French Code of Commerce.

When the advertised bidding deadline set by a vendor for the item(s) expires, Artprice shall send the vendor information with the geographical location (city and country) and the price details of the best three offers for the item(s) in question. The vendor undertakes to select one of the bids offered on the basis of any criteria whatsoever within 5 calendar days. By not selecting one of the offers communicated within the 5-day period, the vendor automatically withdraws the work or article from the sale. Validation, by the vendor, of the selected offer leads to confirmation of the purchase offer.

The Artprice Marketplace undertakes to inform the purchaser via electronic mail of the vendor's choice and invites the purchaser to contact, within 2 calendar days, the Trusted Third Party escrow.com which manages, independently from the Company, the information relating to the parties to the transaction and the conditions of payment, execution and settlement of the amount agreed between the said parties and the information relating to the transfer of the item(s) being sold. The purchaser then transfers the amount corresponding to the price fixed by the parties, plus the Trusted Third Party's commission and any additional bank charges, to the trust account managed by the Trusted Third Party. This allows the vendor to initiate the actions necessary for the transfer of the item(s) to the purchaser so that the funds corresponding to the price fixed by the parties may be transferred to the purchaser, minus ARTPRICE's fee as a platform allowing the organisation and conduct of online auction brokerage operations under the conditions stipulated in Paragraphs 2 and 3 of Article L 321-3 of the French Code of Commerce, along with any other fees described in Article 6 of these General Conditions.

The vendor agrees to provide the purchaser with all relevant documents allowing the transfer of ownership of the object(s) of the transaction to the purchaser.

Where applicable, the vendor undertakes to perform all the administrative, tax and customs procedures necessary for the effective transfer of object(s) of the transaction to the purchaser. Generally, the vendor undertakes to comply with all applicable laws and regulations, including tax, civil and trade laws, governing the sale of the vendor's property and the transfer of this property to the purchaser.

ARTICLE 4: PURCHASER'S RIGHTS, GUARANTEES AND OBLIGATIONS

The Purchaser acknowledges that he/she has taken full cognisance of the above-mentioned legal framework governing ARTPRICE's auction brokerage service. In this respect the purchaser, fully accpets the rights and obligations associated with this legal framework.

Only persons possessing an account with Artprice shall be permitted to submit bids in auctions organised on ARTPRICE's standardised platform.

Therefore, any potential purchaser of an item submitted to auction on ARTPRICE's online auction service must register on ARTPRICE's website and must enter the requested information sincerely, objectively and accurately. Potential purchasers undertake not to provide false or misleading information and not to submit bids that they are unable to honour.

Once a purchaser commits him/herself to the purchase of an item or object submitted to auction on ARTPRICE's standardised marketplace and the vendor has accepted the offer, the purchaser is legally bound by his/her purchase offer.

ARTPRICE undertakes to inform the purchaser, via electronic mail, of his/her selection by the vendor and, subsequent to confirmation of the transaction by both parties, the purchaser shall contact the Trusted Third Party escrow.com, within 2 calendar days, in order to pay the sum corresponding to the amount of the sale (as agreed between the purchaser and the vendor) plus Escrow.com's commission (and any other costs such as those described in Article 6 of these General Conditions) into the interim trust account managed by the Trusted Third Party. The purchaser acknowledges having taken full cognisance of the fonctioning, cost and General Conditions of Use of the Trusted Third Party escrow.com. The purchaser ackowledges that he/she is fully aware that the Trusted Third Parties are completely independent from the Company and that the latter cannot be held liable for any claim or dispute whatsover relating directly or indirectly to the interim account managed by a Trusted Third Party. The Trusted Third Party manages, independently from the Company, the information relating to the transfer of the item(s) being sold, the information relating to the sale's parties and the conditions of payment, execution and settlement of the amount agreed in the sale between the said parties. The purchaser shall transfer the amount corresponding to the price fixed by the parties (together with the Trusted Third Party's commission and any additional bank charges) to the trust account managed by the Trusted Third Party and the vendor shall initiate the actions necessary for the transfer of the item(s) to the purchaser so that the funds corresponding to the price fixed by the

parties may be transferred to the purchaser, minus ARTPRICE's fee and any other fees described in Article 6 of these General Conditions.

ARTICLE 5: ARTPRICE'S RIGHTS, GUARANTEES AND OBLIGATIONS

Through its website artprice.com, the Company makes available a standardized electronic platform allowing vendors and purchasers to contact each other with a view to selling and / or buying items under conditions they agree upon in a transparent and secure manner. The Company is neither a party in the auction process nor a party to the any transactions that could result from the posting of an auction advertisement on its electronic platform. The transactions resulting from advertisements placed on ARTPRICE's standardised marketplace are exclusively auction brokerage operations conducted remotely via Internet (Article 5 of the French Law of 20 July 2011) and not public auctions of artworks as provided for by Law no. 2011-850 of 20 July 2011. Since the Company being neither a party to the auction process nor to any transactions resulting from the posting of advertisements on its electronic platform, cannot accept responsibility for any claim or dispute of any kind or of any origin relating directly or indirectly to the purchaser, the vendor, the advertisement on the platform, the content of the advertisement, the item(s) being advertised, the conditions under which the auction was advertised and established, and/or the conditions under which the sale of the object of the auction advertisement were defined, the conditions under which the sold item(s) was/were transported, delivered and/or paid for, or the rating awarded by the respective parties to each other after the sale. ARTPRICEcannot therefore be subject to any demand for compensation or any guarantee call relating to any such claim or dispute.

Thus, for example and without limitation, the Company, not being involved in the transactions between purchasers and vendors, has no control over the quality, reality or legality of the items posted listed, over the veracity or accuracy of the advertisements posted on ARTPRICE's standardised platform or over capacity of the vendors to sell the advertised item(s) or the capacity of the purchasers to pay for the said item(s).

The Company cannot be held responsible, in particular, for the visual representation of items in your advertisements. By accepting these conditions of use, you hereby declare that you possess, where necessary, all the required permissions to post the photo(s) and/or image(s) of the item(s) to be sold in the framework of the advertisement you wish to post in one of the categories Art, Design or Antiques on the artprice.com website.

The posting of an advertisement on ARTPRICE's standardised marketplace, a platform allowing the organisation and conduct of online auction brokerage operations (Article L 321-3 of the French Code of Commerce), may not in any shape or form be interpreted as a guarantee by the Company of the authenticity or the origin of the item or item for sale, or as a guarantee of the lawful origin of the sums paid by the purchaser to honour the transaction, nor of the purchaser's solvency. ARTPRICE reserves the right to remove from its website without notice, justification or compensation any advertisement and / or material of any kind that violates applicable law, public order or common decency or that violates these General Conditions. ARTPRICE reserves the right to refuse its online auction service to any person who presents or has in the past presented information that is incorrect, suspect or misleading or who has a history of insolvency or behaves in a way that is or was contrary to the law, public order or common decency, or who has not respected or who would be likely to violate the terms of these General Conditions.

The Company reminds the parties to the transactions negotiated through its website that they are required to comply with the regulations of their respective countries, notably those concerning the movement of cultural assets (e.g.: concerning sales of items based in France, please consult the following websites: https://www.douane.gouv.fr/fiche/les-oeuvres-et-objets-dart-transport-par-son-auteur, https://www.douane.gouv.fr/professionnels/commerce-international/produits-soumis-reglementation-particuliere-embargos/biens or any address that replaces these addresses). See also the laws concerning national treasures in countries that consider their cultural assets as such. Furthermore, ARTPRICE undertakes to deploy every effort in order to ensure the continuity of its services; however, ARTPRICE cannot be held responsible for the following (this list is not exhaustive):

- any prejudice resulting from situations or events that qualify as force majeure or that result from an accident or are caused by a third party;
- any breakdown or technical malfunction notably related to IT software, hardware or to the Internet network. These responsibility waivers are valid both for single malfunctions and for prolonged interruptions, suspensions or closures of ARTPRICE's standardised platform allowing the organisation and conduct of online auction brokerage operations.

ARTPRICE cannot be held liable for any direct or indirect damage caused voluntarily or involuntarily by the loss or corruption of data, fraudulent behaviour, by computer hacking, by the accidental transmission or distribution of computer viruses or any other harmful IT programs, or by the attitude or conduct of third parties or users. ARTPRICE is in no way liable for any prejudices incurred by users of its website or by the use of the products and services offered therein and exceeding its obligation of means described above. However, in the event of a major malfunction or interruption of any kind whatsoever affecting ARTPRICE's standardised platform allowing the organisation and conduct of online auction brokerage operations or its services, regardless of the origin or the cause, any auctions for which bidding is in progress at the time of the malfunction may be cancelled and/or postponed at the sole initiative of ARTPRICE, which undertakes to inform, if necessary, the parties concerned as soon as possible. Any sales affected by any such disruptions may not be used as the basis for any claim for compensation against ARTPRICE or any attribution of liability to the Company.

Since the Company is not involved in either the financial settlement managed by the Trusted Third Party Escrow (escrow.com) or the delivery of the item or objects sold (managed by the transport company selected by the parties), it cannot in any way be held responsible for or be liable for claims for damages, whatever their nature, related directly or indirectly to the settlement and/or delivery of the item(s) sold.

In all the cases described above, although not exclusively, the user releases the Company, its subsidiaries, its employees, its corporate officers and its shareholders from any responsibility relating to any prejudice resulting from the use of its website or services offered thereon, whatever the cause and whatever the prejudice suffered.

ARTICLE 6: PAYMENT FOR THE SERVICE

In the framework of the purchaser's use of ARTPRICE's standardised marketplace (Article L321-3 of the French Code of Commerce), the purchaser must pay, within 10 calendar days of the validation of the sale, into the interim trust account managed independently of the Company by the Trusted Third Party escrow.com a sum equivalent to the amount of the sale determined by the parties, plus the amount of commission due to the Trusted Third Party determined by Escrow.com[1]: https://escrow.com/support/calculator.asp

[1]Bidding may take place in €, $ or £, but the payments on Escrow.com must always be settled in $ or €. To help you with conversion, ARTPRICE has incorporated a currency converter into its website.

And, where appropriate, any bank charges related to the conservation of funds and / or the method of payment chosen by the purchaser.

Following confirmation of receipt of the item(s) being sold by the purchaser and the Trusted Third Party shall transfer the value of the sale, as defined by the parties, to the purchaser after deducting:

- the amount of ARTPRICE's commission, paid solely by the vendor, determined as follows:

Sale amount[1]	ARTPRICE's commission
from USD/€/£ 0 to 7,500	9%
from USD/€/£ 7,500.01 to 15,000	7%
Above USD/€/£15,000.01	5%

[1]Bidding may take place in €, $ or £, but the payments on Escrow.com must always be settled in $. To help you with conversion, ARTPRICE has incorporated a currency converter into its website.

- any bank charges relating to the conservation of funds and / or the method of payment chosen by the vendor.

The Company reserves the right to change prices at any time, but ARTPRICE undertakes to apply the rates in effect on the date of completion of the sale.

The Company is not responsible for any differences that could occur between the total estimated sales figure and the amount paid and settled when such differences are linked to changes in exchange rates or bank fees.

ARTICLE 7: USAGE AUTHORIZATION

In order to allow the Company to use the elements (information, text, images, photos) used in your advertisement without violating the rights that you may possess in respect of these items, by accepting these General Conditions, you grant the Company a non-exclusive, free right, to use, exploit and publish the said elements on any paper or digital support for as long as your rights are valid and for the whole world, and to sub-authorize the Company to do likewise, in accordance with the Company's Confidentiality and Personal Data Protection Charter.

You agree not to use software or any manual process to copy ARTPRICE's webpages nor to download or collect information on these pages without the express prior written permission of the Company. You agree not to use any devices or software of any kind to interfere or attempt to interfere with the proper functioning of ARTPRICE's website. You agree not to initiate any action likely to cause a disproportionate burden on ARTPRICE's infrastructures. You agree not to copy, reproduce, alter, modify, create derivative works or pieces from the Art, Antiques and Design advertisements or disclose to the public all or part of the contents of the ARTPRICE website without the express prior written consent of ARTPRICE or that of any concerned third parties. You undertake to respect ARTPRICE's intellectual property rights on its Standardized Marketplace, particularly with respect to sui generis and copyright law.

The Company is not responsible when all or part of the contents of an advertisement posted on its standardised marketplace is reproduced by search engines of other websites or by any other existing or future media without its knowledge and without its written consent.

ARTICLE 8: COMPENSATION

You agree to indemnify the Company and the other companies in the Company's group and its corporate officers, directors and employees against any claim by any third party(ies) caused by or resulting from your breach of these General Conditions or your breach of any statutory provision or of any rights possessed by the said third party(ies). This guarantee shall cover both the principle of any potential damages awarded and any litigation costs incurred.

ARTICLE 9: PROTECTION OF PERSONAL DATA

All personal data is treated with the strictest confidentiality, in accordance with the Company's personal data protection policy that is explicitly defined in its Confidentiality and Personal Data Protection Charter.

When you register, sell and / or purchase on the ARTPRICE website, ARTPRICE only asks you for the information necessary to ensure the quality of its services and the due processing of your request. When your advertisement is posted, only users of the ARTPRICE website who have completed their prior registration can view the data allowing them to contact you under the conditions described above.

In accordance with current laws and regulations regarding the protection of personal data, you are entitled to modify or delete any personal information that we may have been given or have collected. To exercise this right, access your client profile under MY ACCOUNT or contact the Company's Personal Data Manager by email at rgdp@artprice.com or by post at the address indicated in the introduction to these General Conditions of Sale & Use. For any other questions regarding the protection of your personal data, you can send us an email via the Contact page on ARTPRICE.COM.

By accepting these General Conditions of Sale & Use you acknowledge that you have read the Company's Confidentiality and Personal Data Protection Charter and you grant us the right to collect and use this data.

ARTICLE 10: MODERATION OR REPORTING OF ILLICIT OR INAPPROPRIATE CONTENT OR BEHAVIOR

If, while navigating in our Marketplace, you notice any adverts containing clearly illicit content or content that is contrary to these General Conditions of Use or any illegal or questionable user behavior on our Marketplace, you may report it to our customer service by completing the present notification form or by sending your report by email to marketplace@artprice.com. If you send your report by email you should mention "Reporting Marketplace" in the subject of your email.

The Company reminds you that the advertisements presented on its Marketplace are offers from third-party sellers. These third-party sellers are responsible for the content of the ads they produce and for the items they offer for sale. In its capacity as host, the Company does not carry out any vetting of the advertisements posted on its Marketplace by these sellers and cannot be held liable for what they offer for sale. The Company plays no role

in the transactions between buyers and sellers and therefore exercises no control over what sellers may sell or what buyers may buy.

In order to ensure that any notification/report you send to us is reviewed quickly and efficiently, please complete the form accurately and fully, and, if necessary, attach any relevant documents or send us a detailed and exhaustive report by email. Notifications or reports that are incomplete are unlikely to be acted upon. Your report will be processed as soon as possible and any action that we deem necessary will be taken. These actions may notably include the withdrawal of the offending advertisements or information, the exclusion of a user from our Marketplace, and – in the event of a criminally reprehensible offense – the reporting of the persons or organization responsible to the relevant authorities. This list of possible responses is not exhaustive and other actions may also be taken. All responses implemented by the Company will be taken without prejudice to any further action that the Company may consider necessary. In such matters, the Company does not recognize or accept any liability whatsoever and nor does it concede, abandon, or forego the exercise of its rights and its means of legal defense.

By sending us your report, you:
– accept that the Company may be required, where applicable, to communicate its content to third parties (e.g.: judicial authorities, supervisory authorities, and/or third parties concerned by the alleged infringement and/or the illicit or erroneous content), and grant the Company the right to use, reproduce, publish, translate and disclose its content, in whole or in part, anywhere in the world, via any means of communication.
– accept that you are responsible for the facts reported and as such incur your civil and/or criminal liability in the event that the information and/or documents provided in your notification are inaccurate and/or misleading and/or false.
– accept that you will be held responsible for any claim and/or action brought by third parties against the Company in direct or indirect connection with your notification, and you expressly release the Company from any liability or claim and/or action resulting from your notification.

The notification form for reporting illicit or inappropriate content or behavior should not be used for reporting a commercial dispute concerning a sale or purchase made on the Artprice.com Marketplace.

ARTICLE 11: APPLICABLE LAW AND COURTS OF COMPETENT JURISDICTION

These General Conditions of Sale & Use is subject to French law. Disputes relative to commercial relations between the Company and its client(s) are subject to the exclusive jurisdiction of the French courts, and specifically, to the courts of Lyon, France (unless otherwise provided for by any laws or regulations).

GENERAL TERMS AND CONDITIONS FOR THE COMPILATION AND USE OF AN ARTPRICING REPORT

Artpricing is an estimated price report generated using methods and algorithms that are the property of Artprice.com.

Based on the information supplied by the customer and subject to feasibility, Artprice.com compiles a report comprising the following elements:
An estimated price range for the work as at the date of order the details of at least 2 identified comparable auction records and, provided sufficient information is available:

- Two charts showing: the geographic distribution of auction turnover and the distribution by price range (for the technique “painting, sculpture” and the artist listed for the submitted artwork)
- Up to 4 identified comparable artworks.

The images and data included in an Artpricing report are supplied only in the context of the Artpricing service, for exclusively private use.

You may not use, reproduce, portray, distribute or commercially exploit the images and data supplied. Under no circumstances can Artprice.com be held liable if you fail to comply with this provision.
The compiled reports will only include an image or images effectively listed in the Artprice.com databases.

Only works of Fine Art falling in one of the hereinafter listed categories: Drawing-Watercolour, Painting, Tapestry, Sculpture-Installation, Photography, Design and Audiovisual-Multimedia and Ceramics – and that are necessarily associated with an artist referenced in the Artprice.com database can be the subject of an Artpricing report.

Under no circumstances can ARTPRICE be held liable if you use these images for the purposes of reproduction, distribution or commercial exploitation.
Artprice undertakes to provide a relevant and reliable estimate report, provided that there are enough recent auction results for artworks comparable to the submitted artwork. If not, Artprice undertakes to refund you upon your first request.

RESERVES / EXEMPTION FROM LIABILITY

Under no circumstances shall Artprice.com take the place of experts, valuers or authorities.
It will only make available the results of its algorithms calculated from its databases and applied to the characteristics of the work submitted. As such, this report is compiled from information provided by the customer and presupposes, in particular, that the work is that of the artist selected by the customer.

The customer is entirely responsible for the details describing the work submitted to Artprice.com and expressly acknowledges that the Artpricing report shall under no circumstances have the value of a certificate, expert appraisal or authentication and may not be used as such.

Artprice.com recommends that the Artpricing report be supplemented by seeking expert opinion. The Artpricing report gives only estimated price ranges obtained using the Artprice.com algorithms together with the identification of works registered in the Artprice.com database of past auction records closest to the characteristics of the work submitted.

Under no circumstances can Artprice.com be held liable for late delivery of an Artpricing report.
Artprice.com cannot be held liable in the event of dispute of any kind or for any reason whatsoever, directly or indirectly linked to the Artpricing ordered.

Once these terms and conditions have been accepted by clicking the button, they shall form an integral part of the contract between the customer and Artprice.com governing the order and supply of the Artpricing report.

This contract is governed by the laws of France.

In the event of dispute concerning the interpretation of this document, only the version drafted in French shall be deemed authentic.

Subject to contrary rules of territorial jurisdiction of a public nature, the customer and Artprice.com agree to accept the jurisdiction of the Lyon (France) Court of Appeal to resolve any dispute pertaining to the order, the compilation and supply of the Artpricing report and more generally any matter arising from the provision of the service under the name of Artpricing.

ADVERTISING ON ARTPRICE.COM – ARTPRICE INTELLIGENT LINKS® – TERMS AND CONDITIONS OF SALE

ARTICLE 1: SCOPE OF APPLICATION

The terms and conditions described in this document apply to the commercial relations between ARTMARKET.COM, a limited company registered in France on the Trade and Companies Register under number RCS 411 309 198, with head offices at Domaine de la Source 69270 Saint-Romain-au-Mont-d'Or, France, and you, the advertiser.

ARTMARKET.COM reserves the right to modify these general conditions at any time.

However, only the version of the general terms and conditions of sale applicable on the issue date of the request for reservation will apply to the advertisement placement contract.

ARTICLE 2: REQUEST FOR RESERVATION

ARMARKET.COM reserves the right to deny any advertising request that would be malicious to the company's interests.

ARTICLE 3: Link insertion pages

Homepage

- Duration: 7 days
- Format: 180 x 150 pixels
- Visual display: ARTPRICE will edit the image that will be inserted in the advertising banner with no extra cost for the customer.
- Conditions: one single advertiser per language on the website.
- Links: automatic link to the advertiser's website.

Artist's page

- Duration: 30 days
- Format: 180 x 150 pixels
- Visual: files accepted: JPG, TIF, BMP, GIF
- ARTPRICE automatically resizes the images that do not respect the requested format and declines all responsibility for any deformation of these images
- Placement: the advertising will be located on the artist's main page, i.e. on the page where all the information available for the artist is listed
- Conditions: ARTPRICE will apply a maximum rotation of 3 advertisers per month in this space.
- Links: automatic link to the advertiser's website.

Market place

- Duration: 30 days
- Image: 180 x 150 pixels
- Format: files accepted: JPG, TIF, BMP, GIF
- ARTPRICE automatically resizes the images that do not respect the requested format and declines all responsibility for any deformation of these images
- Location: the location of the advertisement depends on the advertiser's choice as expressed in the reservation request. Advertisers may choose between the Art, Antiques or Design sections.
- Conditions: a maximum of 5 advertisersposted simultaneously, out of an unlimited number of advertisers. Random rotation management.
- Links: automatic link to the advertiser's website.
- Warning: the banners are not displayed on Smartphone devices

Newsletter Section "Focus on"

- Distributed weekly (on Tuesdays) to 4,500,000 ARTPRICE opt-in members; calendar available on-line when reservation is made
- Format: image of 568 x 150 pixels
- ARTPRICE automatically resizes the images that do not respect the requested format and declines all responsibility for any deformation of these images
- Location: in the body of the newsletter sent to ARTPRICE members, just after the Art Market Insight section
- Conditions: one single advertiser
- Links: automatic link to the advertiser's website.

Section "Site of the week"

- Weekly emailing every Tuesday, sent to 4,500,000 ARTPRICE opt-in members
- Format: 568 x 150 pixels image and text in 250 characters at most.
- ARTPRICE will automatically re-size images that may not meet its specifications and declines all responsibilities on possibly distorting the image
- Ad Positioning: inside the newsletter sent to ARTPRICE members, right under the Art Market Insight section
- Conditions: 1 single advertiser
- Link: automatic link to advertiser's own website.

ARTICLE 4: PRICE

ARTMARKET.COM reserves the right to modify its prices at any time, but undertakes to apply the tariffs you were quoted at the time of your reservation request.
Please note that, when ordering on our website, prices are shown in Euros for all countries, except for customers billed in the USA, Canada and the United Kingdom, who are shown prices in US dollars and GBP respectively.
ARTPRICE is not responsible for any difference that may arise between the estimated amount of your order and the invoiced amount, due to changing currency rates and bank fees.

ARTICLE 5: PAYMENT

The advertiser makes a spot reservation request. ARTPRICE confirms the availability of the spot and issues a pro-forma quote. ARTPRICE sends the client a purchase order as soon as the advertiser has accepted the quote. The advertising spot is not actually reserved until ARTPRICE receives confirmation from the advertiser that the latter has accepted the quote. (ARTPRICE cannot therefore guarantee that the spot will still be available by the time the quote has been formally accepted).
The advertiser's advertisement is put on line once payment has been received. If payment has not been received within 7 days following dispatch of the purchase order, ARTPRICE reserves the right to cancel the reservation of the spot requested.
Payment can be made by direct debit or credit card, cheque (in € drawn on French banks only) or money transfer.
Credit or debit cards issued by non-French banks must be international bank cards. Secure online payment by credit/debit card uses the protocol known as SSL (Secure Socket Layer). The information transmitted in encrypted by a special programme that makes it impossible to read during its transmission on the network. Cheques should be made out to ARTPRICE.COM and sent to the address below:

Artprice by ARTMARKET.COM
Domaine de la Source. BP 69
F-69270 Saint-Romain au Mont d'Or
France

ARTMARKET.COM reserves the rights to cancel and delete any advertising banner that may be malicious to the company's interests.

ARTICLE 6: NON-RENEWAL

ARTPRICE Intelligent links® are inserted for the period paid and are not renewed by tacit renewal. The client's reservation of advertising space for "ARTPRICE Intelligent Links" does not give the client any form of priority or property rights regarding the said advertising space in the context of the execution, renewal, expiration or termination of commercial relations between the parties.

ARTPRICE.COM BOOKSHOP – GENERAL CONDITIONS OF SALE AND USE

ARTICLE 1: SCOPE OF APPLICATION

The General Conditions of Sale & Use exclusively apply to the commercial relations that bind ARTMARKET.COM, a limited company registered in France on the Trade and Companies Register under number RCS 411 309 198, with head offices at Domaine de la Source 69270 Saint-Romain-au-Mont-d'Or, France, and you, the client of the ARTPRICE.COM bookshop.

We reserve the right to modify the present General Conditions of Sale & Use at any time provided that we notify the changes on our website.

ARTICLE 2: ORDERS

We accept your order according to the present General Conditions of Sale & Use.

We will process your order as long as stocks exist or last.

When confirming your order you accept the entire General Conditions of Sale & Use hereby presented and available at any time on the website. You also acknowledge having read, understood and accepted the General Conditions of Sale & Use.

We prohibit any consultations that do not conform to the profession's customs and any automated consultations, especially those generated by machines, programmes, IT installations or any algorithmic survey systems, mathematical series or differentials with existing databanks.

ARTICLE 3: PRICE

Prices do not include shipping or processing costs. ARTPRICE reserves the right to modify prices at any time but shall always charge you the prices applying at the time you ordered.

Please note that, when ordering on our website, prices are shown in Euros for all countries, except for customers billed in the USA, Canada, Mainland China and the United Kingdom, who are shown prices in US dollars, CNY and GBP respectively.

ARTPRICE is not responsible for any difference that may arise between the estimated amount of your order and the invoiced amount, due to changing currency rates and bank fees.

ARTICLE 4: PAYMENT

The full price shall be paid after confirmation of the order. You may pay by credit card, bank cheque or bank transfer. In the case of cards issued by entities located outside France, ARTPRICE can only accept international credit cards. Online payment is perfectly secure: it uses the SSL (Secure Socket Layer) protocol. The transmitted information is encrypted and cannot be read in transit.

In the case of payment by cheque, the cheque shall be payable to ARTPRICE and sent to the following address:

ARTPRICE

Domaine de la Source. BP 69
F-69270 Saint-Romain au Mont d'Or
France

ARTICLE 5: DELIVERY

The items ordered shall be delivered to the address given in the order, unless other specific information is provided. All transport risks shall be borne pass by the customer after the products are shipped out of the ARTPRICE premises. The delivery schedule is given as a rough guide.

ARTICLE 6: RETURNS

The customer has until 14 (fourteen) days after receipt of goods to withdraw from the purchase, by sending a withdrawal form to the sender.

Return shall be at the customer's expense unless the items are returned because of a mistake on our part. We will only refund or exchange the books or CD-ROMs returned complete, in good condition and in their original packaging. You must also include the invoice reference, the customer's details as well as the reason for the exchange or refund.
Return address:

Artprice by ARTPRKET.COM
Domaine de la Source. BP 69
F-69270 Saint-Romain au Mont d'Or
France

At the end of the 14 (fourteen) day cooling off period, the delivered items shall be considered as conforming to the order and as accepted by the customer.

ARTICLE 7: PROPERTY RESERVES

The delivered items shall remain ARTPRICE's property until all your obligations to ARTPRICE are fulfilled, and particularly until the full price is paid, including interest where applicable. The present property reserve does not obstruct the transfer of liability for the transport risks to the customer as soon as the ordered products are shipped out of the ARTPRICE premises, in accordance with Article 5 above.

ARTICLE 8: LIABILITY

ARTPRICE cannot be held liable for the content of websites to which the customer may be directed from our website via hypertext links.

We undertake to take all the necessary care and measures to ensure as good a service as may be expected on the market. However, we cannot be held liable for any failure to meet the contractual obligations when any such failure is the direct or indirect result of an accident or force majeure such as natural catastrophe, strike, fire, arson, flooding, faulty or broken down equipment, transportation and communication means or of any decision taken by the customer.

Moreover, ARTPRICE cannot be held liable for any differences in the products received and their presentation on our website. ARTPRICE does not guarantee that the photographs, texts and illustrations presenting the products are accurate and error-free.

ARTICLE 9: PRIVACY POLICY

All personal data pertaining to you is handled with the utmost confidentiality in accordance with the provisions of ARTPRICE.COM's personal data protection policy that is explicitly defined in its Confidentiality and Personal Data Protection Charter.

When buying from the ARTPRICE bookshop, we only ask you provide the minimum required information for us to ensure quality services and processing. This minimum information may be shared with our partners, suppliers, service providers or affiliates.

In accordance with current laws and regulations regarding the protection of personal data, you are entitled to modify or delete any personal information that we may have been given or have collected. To exercise this right, access your client profile under MY ACCOUNT or contact Artprice's Personal Data Manager by email at rgdp@artprice.com or by post at the address indicated in the introduction to these General Conditions of Sale & Use.

For any other questions regarding the protection of your personal data, you can send us an email via the Contact page on ARTPRICE.COM.

By accepting these General Conditions of Sale & Use you acknowledge that you have read our Confidentiality and Personal Data Protection Charter and you grant us the right to collect and use this data.

ARTICLE 10: APPLICABLE LAW AND JURISDICTION

These General Conditions of Sale & Use is subject to French law. Disputes relative to commercial relations between ARTMARKET.COM and the customer are governed exclusively by French law.

Updated in Lyon, France, on 18 January 2024