

## General Conditions of Sale

“Our general conditions of sale are based on the open source model that may be downloaded from <https://www.donneespersonnelles.fr/>”

Between Mme Julie Viguié, also known as Julie Yulle, affiliated under the professional trading status of the Maison des Artistes and as a sole-trader under the status of “auto-entrepreneur”, registered at 4 rue Irénée Blanc 75020 Paris,

Business Registration Number SIRET: 51380247000015

Telephone: +33 782184140

Email: [contact@julieyulle.fr](mailto:contact@julieyulle.fr)

General conditions of sale for products sold via the website [www.julieyulle.fr](http://www.julieyulle.fr)  
Last site update on: 13/02/2016,

hereafter known as the “Vendor”.

AND

All persons, natural or legal, intending to carry out a purchase of products or services from the above-named website, hereafter known as the “Purchaser” or “Client.”

It is stated and agreed as follows:

### **PREAMBULE**

The Vendor is a producer of products exclusively intended for consumers, marketed through its website: [www.julieyulle.fr](http://www.julieyulle.fr). The list and description of the goods proposed by the Vendor may be consulted on the site mentioned above.

### **Article 1: Purpose and General Provisions**

These General Conditions of Sale determine the rights and obligations of the parties connected with the online sale of Products offered by the Vendor.

These General Conditions of Sale apply to all sales of Products made through the website of the Vendor which form an integral part of the Contract between Buyer and Vendor. The Vendor reserves the right to modify these General

Conditions, at any time, by the publication of a new version on its website. The applicable GCs are those in force upon the date of payment (or the first payment in case of multiple payments) of the initial order. These General Conditions may be found at the following address: [www.julieyulle.fr](http://www.julieyulle.fr)

The Vendor also ensures that the Purchaser's acceptance of these General Conditions is clear and unreserved through the establishment of a checkbox and click validation system. The Purchaser declares to have read and understood all these General Conditions of Sale and, if applicable, the Particular Conditions of Sale related to a specific product or a service, and accepts them without restriction or reserve. The Purchaser acknowledges having received all advice and information necessary to ensure that the offer matches the Purchaser's needs. The Purchaser declares to be in a valid position to contract legally under the laws of France or validly represent the natural or legal person for whom they are a representative. Unless proved otherwise, the information recorded by the Vendor constitutes proof the existence of a contract and of the transaction(s) being entered into.

## **Article 2: Price**

As an Entrepreneur and Micro Enterprise subject to the deductions of the "Maison des Artistes", the Vendor is not subject to VAT. The prices of the products sold through the Internet site are indicated in Euros with All Taxes Included (TTC) and calculated from the prices shown on the description pages of each Product. Prices are also indicated in Euros (All Taxes Included) on the product order page, excluding specific shipping charges. For all products shipped outside the European Union and/or the French Overseas Territories (DOM-TOM), the price is automatically calculated without taxes on the invoice. Customs duties or other local taxes or import duties or state taxes may be chargeable in certain cases and payment of these sums are not the Vendor's responsibility and remain the responsibility of the Purchaser, including any necessary declarations and payments to the competent authorities, etc. It is the Purchaser's responsibility to inquire about these aspects of any transaction carried out using the services of the Vendor. The Vendor reserves the right to modify prices at any time. The cost of telecommunications necessary for access to Vendor's websites remains at the charge of the Purchaser, together with all applicable delivery costs.

## **Article 3: Conclusion of the online contract**

The Purchaser must follow a series of specific steps for each Product offered by the Vendor in order to carry out an order. The steps outlined below are illustrative of this process: > Information on the essential characteristics of the Product; > Choice of the Product, of any of its options and provision of

essential Purchaser data (identification, address ...); > Acceptance of these General Conditions of Sale. > Order checking and, if necessary, order correction. > Instructions for payment, and payment of products. > Delivery of products.

The Purchaser will then receive confirmation by e-mail of receipt of payment for the order, as well as a separate confirmation of order. The Purchaser will also receive a link in order to download a copy of the general conditions of sale. Product delivery will be made to the address indicated by the Client during the order process. In order to properly carry out the order, and in accordance with article 1316-1 of the French Civil Code, the Client undertakes to provide a verified form of identification. The Vendor reserves the right to refuse any order for any reason, including for example in the case of irregularities observed during the order process, orders placed in bad faith or for any other legitimate reason.

#### **Article 4: Products and Services**

The essential characteristics of the goods, services and their respective prices are made available to the Purchaser on the website. The Purchaser attests to having received a breakdown of the delivery costs of the item or items to be purchased as well as the terms of payment, delivery and execution of the contract. The Vendor undertakes to honor the Purchaser's order within the limits of the stocks of Products available only. Should stock required to fulfil the order be unavailable, the Vendor undertakes to inform the Purchaser. This contractual information is presented in detail and in French/**English**. In accordance with French law, the said information is supplied in summary form and as a confirmation when the order is confirmed. The Parties agree that illustrations, photos or other representations of the products offered for sale have no contractual value. The duration the availability of the Products and their pricing is specified on the website.

Excepting specific circumstances, the rights herein are granted only to the individual signing the order (or the person holding the email address). In accordance with legal provisions concerning compliance and latent defects, the Vendor will refund or exchange any products that are found to be defective or do not correspond to the original order placed upon request.

The attention of the Purchaser is drawn to the fact that the goods sold are manufactured by hand. There may therefore be slight differences between the product dispatched and the product displayed on the site, and this should not be understood as a sign of inferior quality. Any complaint must be

communicated by e-mail to this address: [contact@julieyulle.fr](mailto:contact@julieyulle.fr) within the legal period of retraction mentioned in Article 9.

Reimbursement can only be made after receipt by the Vendor of the products returned by the Purchaser. The Purchaser must return the goods in their original condition and packaging. The return of the goods takes place at the expense and risk of the buyer. The refund will be made on the same terms as the original payment.

### **Article 5: Right of Ownership Clause**

The products remain the property of the Vendor until the payment of the total price has been made.

### **Article 6: Shipping and Delivery**

The products are delivered to the address given at the time of the original order and within the specified shipping time-frame. The shipping time does not take into account the time required to prepare the order. In the case of a one-off order, made-to-measure and on quotation, the Vendor may be obliged, in the interest of the Purchaser, to extend the delivery time in order to verify the quality of the product to be shipped. This may be especially necessary when ordering wallpapers, given the importance of following quality control procedures and the personalized nature of the shipment. It may also be possible for the Purchaser to pick up the product at the workshop in order to shorten the final delivery time, especially in the case where the order comprises several different items having different delivery schedules.

In the case of shipping delays, the Vendor will inform the Purchaser by email.

In the event of a delay in delivery, the Purchaser has the right to cancel the contract under the conditions and modalities defined in Article L 138-2 of the French Consumer Code. The Vendor will then refund the price of the product plus one-way shipping costs in accordance with the conditions of Article L 138-3 of the French Consumer Code. The Vendor will provide a telephone contact number (cost of a local call from a fixed telephone) indicated in the order confirmation email to facilitate order follow-up. The Vendor reminds the Purchaser that from the moment the Purchaser is in physical possession of the products, the risks of loss or damage to the products are transferred to the Purchaser. It is the Purchaser's responsibility to notify the carrier of any issues regarding the delivered product.

## **Article 7: Availability and Presentation**

Orders will be processed within the limits of stocks available. Some unavailable items may be restocked later, in which case "Out of Stock" will be displayed on the product and ordering will be blocked.

## **Article 8: Payment**

Payment is due immediately upon order, including for pre-order products. The Purchaser may make payment by credit card via the secure payment platform, Paypal. Cards issued by banks domiciled outside France must be international bank cards (Mastercard or Visa). Secure online payment by credit card is made via our payment service provider. All information transmitted follows best practice and is encrypted and cannot be read during transport across the network. Once payment is initiated by the Purchaser, the transaction is immediately debited after verification of the payment information. In accordance with Article L. 132-2 of the French Monetary and Financial Code, the commitment to pay by card is irrevocable. By communicating banking information at the time of the sale, the Purchaser authorizes the Vendor to debit their card by the amount of the price shown including shipping. The Purchaser confirms that they are the legal holder of the card to be debited and that they are legally entitled to use it. In case of error, or inability to debit the card, the Sale and the order are immediately canceled. The order is confirmed when Paypal informs the Vendor that the amount has been credited to the Vendor's account.

## **Article 9: Cooling-off period**

In accordance with Article L. 121-21 of the French Consumer Code, "the consumer shall have fourteen clear days to exercise his or her right of withdrawal from the sale without having to give a reason or having to pay a penalty, with the exception of, where applicable, the costs of return postage". "The period referred to in the preceding paragraph runs from the date of receipt of the goods or from the acceptance of the offer of supply of services". The right of withdrawal from the sale can be exercised by contacting the Vendor in the following way: The Purchaser must inform the Vendor by e-mail of their wish to return the product. We will inform the Purchaser that in accordance with Article L. 121-20-2 of the French Consumer Code, this right of withdrawal from the sale cannot be exercised for services whose provision has already begun, with the consent of the Purchaser, before the end of the seven-day deadline, in particular with the commencement of fabrication of custom-made products, such as wallpaper, for example, or any other product whose production and price have been agreed and confirmed by quotation. If the right of withdrawal from sale is exercised within the aforementioned period, only the price of the product(s) purchased and initial shipping costs will

be reimbursed. The price of the return of goods shall be borne by the Purchaser. Returned goods should be in their original and unused state and complete (packaging, accessories, instructions ...) so that they can be resold in an as-new condition. If possible, all returns should be accompanied by a copy of the purchase receipt.

In accordance with the relevant legal provisions, please find below the standard Returns Form that should be completed and sent to the following address in the case of a return of goods: Atelier Julie Yulle, 4 rue Irénée Blanc 75020 Paris.

Procedure in the case of reimbursement: Upon receipt of the returned parcel, and after verification, the total amount (order + delivery costs) will be credited to the customer's account by the same means as the original payment, namely the PayPal secure platform.

#### **Article 10: Guaranties**

All products benefit from the legal guarantees on conformity and guarantees against hidden defects, provided for in articles 1641 and following of the French Civil Code. In case of non-conformity of a purchased product, it may be returned, exchanged or refunded.

All complaints or requests for exchange or refund must be made by email to this address: [contact@julieyulle.fr](mailto:contact@julieyulle.fr) within 30 days of the date of delivery.

The products must be returned in the condition in which they were received with all the items included (accessories, packaging, instructions ...). Shipping costs will be refunded on the basis of the invoiced price and the return costs will be reimbursed upon presentation of the relevant receipts.

The provisions of this Article do not prevent you from exercising the right of withdrawal from sale provided for in Article 6.

#### **Article 11: Complaints**

Any complaints by the Purchaser should be made in writing directly to the Vendor at this address: [contact@julieyulle.fr](mailto:contact@julieyulle.fr)

## **Article 12: Intellectual Property Rights**

All trademarks, domain names, products, software, images, videos, texts or more generally any information subject to intellectual property rights are and remain the exclusive property of the Vendor. No transfer of intellectual property rights is realized through these GCS. Any total or partial reproduction, modification or use of these goods for any reason whatsoever is strictly prohibited.

## **Article 13: Force majeure**

The obligations required of the Vendor in consequence of the execution of this present contract are suspended in the event of the occurrence of a fortuitous event or of force majeure that prevents the proper execution of this contract. The seller will notify the customer of the occurrence of such an event as soon as possible.

## **Article 14: Nullity and amendment of contract**

Should one of the provisions of this contract be canceled, such nullity would not result in the invalidity of the remaining provisions which shall remain in force between the Parties. Any modification of the contract is valid only after written agreement signed by both parties.

## **Article 15: Data Protection**

In accordance with the French Data Protection Act of 6 January 1978, you have the right to request and receive access to, modify, contest and rectify personal data held concerning you. By agreeing to these general conditions of sale, you agree that we may collect and use this data for the purposes of the execution of this contract. By entering your email address on one of the sites of our network, you may receive emails containing information and promotional offers concerning the products and services of the Vendor and its partners. You can unsubscribe at any time. Simply click on the link at the end of our emails or contact the data controller (the Vendor) by recorded delivery letter.

## **Article 16: Applicable Law**

All the clauses in these general conditions of sale, as well as all transactions of purchase or sale referred to herein, will be governed by French law.