

Terms of sale of online products to private consumers

Introduction

These terms of sale apply to all sales concluded on the website SAYAMETE.

These terms of sale are translated from the French version, according to French laws. Some translation mistakes or inaccuracies may remain so feel free to ask us for any clarifications.

The website <https://www.sayamete.com/> is a service of:

- The artist Delphine SCEPANEK
- SIRET: 903 357 655 00013
- Located at 1E impasse La Glaciere 34270 Fontanes, FRANCE
- Website url: <https://www.sayamete.com/>
- Email: sayamete@gmail.com
- Phone number: +33 6 30 96 21 02

The website SAYAMETE sells the following products:

- Stickers
- Art prints
- Digital files

The buyer declares having acknowledged and accepted these terms of sale before ordering. The validation of the order therefore equals the acceptance of these terms of sale.

Article 1 - Principles

These terms of sale express all the duties of the parties. In accordance with that, the buyer is considered agreeing to them without reserve.

These terms of sale apply and exclude any other terms, such as those applicable to sales inside physical stores or any other means of distribution and commercialization.

They are accessible on the website <https://www.sayamete.com/> and will prevail over any other version or any contradictory document.

The seller and the buyer agree that these terms of sale alone determine their relationship. The seller reserves the right to modify their terms of sale from time to time. They will apply as soon as they are published online. If a term of sale is missing, it will be considered to be governed by the laws in effect applying to businesses selling products online with their headquarters located in France.

These terms of sale are valid until October 1st, 2022.

Article 2 - Content

These terms of sale define the rights and the duties of the parties within the scope of the selling of products offered by the seller to the buyer, on the website SAYAMETE.

These terms of sale apply to the sales made on the website of SAYAMETE and delivered worldwide.

Article 3 - Pre-contractual informations

The buyer admits having been informed, in a readable and understandable way, about these terms of sale and all the information listed in the article L. 221-5 of the French "consumer law" before ordering and before the ending of the contract.

The following information are given to the buyer, in a clear and understandable way:

- The essential characteristics of the product;
- The price of the product and/or the way it is calculated;
- If they apply, all the additional charges of transportation, shipping or stamping and all the potentially due charges;
- If the contract is not immediately fulfilled, the date or the period at the end of which the seller commits to ship the product, whatever its value is;
- The identity of the seller, their address, phone number and email address, their activities, the information about the legal warranties, the functionalities of the digital content and, if necessary, their interoperability, the existence and the terms of warranties and other contractual conditions.

Article 4 - The order

The buyer has the opportunity to order online, from the online catalog and the form displayed, any product, within the limit of the available stocks.

The buyer will be informed of any unavailability of an ordered product.

In order to confirm an order, the buyer will have to agree to these terms of sale by clicking on the indicated box. They will also have to choose a delivery address and shipping method, and then confirm the payment method.

The sale will be considered as final:

- After the order confirmation is sent to the buyer by email;
- And after the full payment is received by the seller.

Any order equals an agreement to the prices and description of the products available to purchase. Any disagreement on that part will have to be discussed within the remit of the warranties mentioned below. In some cases, such as default on the payment, an incorrect delivery address or any other problem on the account of the buyer, the seller reserves themselves the rights to block the buyer's order until the resolution of the issue.

If the buyer has any questions regarding an order, they can call the following number: +33 6 30 96 21 02 (cost of a call to France), the following days and hours: from monday to friday, from 8AM to 7PM UTC+2 (Paris hour), or by email to the following address: sayamete@gmail.com.

Article 5 - Electronic signature

The online supply of the buyer's debit card number and the final validation of the order are the proof of the buyer's agreement:

- Requirement of the due amounts according to the order form;
- Signature and express agreement to all the transactions made.

If the buyer notices a fraudulent usage of their debit card, they are encouraged to call the seller to this phone number: +33 6 30 96 21 02 (cost of a call to France), the following days and hours: from monday to friday, from 8AM to 7PM UTC+2 (Paris hour), or by email to the following address: sayamete@gmail.com.

Article 6 - Order confirmation

The seller sends an order confirmation to the buyer, through an email sent from the following email address: sayamete@gmail.com.

Article 7 - Transaction proof

The computerized registries are kept inside the computers of the seller within reasonable security limits, they are considered as proof of the communications, orders and payments made between the parties. The archival of the order forms and receipts is made on a reliable and sustainable medium and can be given as proof.

Article 8 - Products informations

The products to which these terms of sale apply are those that appear on the website of the seller and that are signaled as sold and shipped by the seller. They are sold in the limit of available stocks.

The products are described and presented with as many details as possible. If there would happen to be errors or omissions, the responsibility of the seller could not be engaged.

The photographs of the products are non-contractual.

Article 9 - Prices

The seller reserves themselves the rights to edit their prices at any moment but is compelled to apply the prices in use at the moment of the order, provided there are stocks at this moment.

Prices are indicated in euros. They do not include shipping fees, which are charged as extra, and shown before the order confirmation. The prices are inclusive of VAT applicable in France on the day of the order and any change of the VAT rates will be automatically applied to the prices of the products in the online shop.

Should one or more taxes or contributions, for example environmental, be created or modified, increasing or decreasing, the change could have an effect on the prices of the products.

Article 10 - Payment methods

It is an order with mandatory payment, which means that passing an order implies that the buyer should pay for it.

The buyer has multiple options in order to pay for their order, which are listed on the website of the seller. The buyer guarantees the seller that they have all the necessary authorizations to use the payment method they have chosen at the moment of the order confirmation. The seller reserves themselves the right to suspend any order processing and shipping should the card payment be turned down by the officially accounted organizations, or in case of non-payment. The seller reserves themselves the right to turn down any order or shipping any order from a buyer that would not have totally or partially paid a previous order, or with which there is an ongoing dispute.

The order should be totally paid, following these methods:

- Paypal

Article 11 - Products availability - Refunds - Resolution

Shipping and production times are indicated below, as long as there are stocks, and excepting any force majeure and the shop's announced closing periods, which will be clearly mentioned on the homepage of the website. Shipping and production times come in effect from the date of the order's registration, indicated on the order confirmation email.

Shipping times for orders in France Métropolitaine and Corse are 2 to 27 days from the date the buyer placed their order, following these methods: Lettre Verte, tracked Lettre Verte, Paquet prioritaire international, Delivengo Easy or Colissimo. At most, shipping times are 30 business days after the end of the order.

For orders shipping to the rest of the world, please refer to this page.

In case of failure to respect the date of delivery or the shipping times, the buyer will have to give the seller a reasonable extension of time in order to ship the order.

Would the date of delivery or the shipping times not be respected again, the buyer will be free to terminate their order.

The buyer will have to fulfill these formalities through certified/registered letters with delivery receipt, or written in any other sustainable way.

The contract will be considered as concluded upon the receipt of the letter or written demand of termination by the seller, except if the seller fulfilled the order before that. The buyer will be able to terminate the contract straight away if the dates or delays mentioned above are considered an essential term of the contract.

In that case, the seller will have to refund the buyer of all the amounts they have paid, 14 days after the contract has been revoked at most.

If the product that was ordered is out of stock, the buyer will be informed as soon as possible and will have the possibility to cancel their order. The buyer will have to choose between getting a refund of the amounts they have paid, 14 days later at most, or swapping for another equivalent product.

Article 12 - Shipping terms

Shipping means the transfer of the possession or control of a physical good from the seller to the buyer. The products bought on the website are shipped according to the following terms and times. The products are delivered to the address indicated by the buyer on the order form, the buyer will have to ensure it is correct. Any package sent back to the seller because of a mistake in the address will be shipped again at the buyer's expense. The buyer can ask to have their receipt sent to the receipt address and not the delivery address, by confirming the provided option on the order form. If the buyer is absent on the day of the delivery, the delivery driver will leave a delivery notice inside the mailbox, which will allow the buyer to collect their package on the date and place indicated. If the packaging is damaged, torn or open, the buyer will have to check the products' state. If they have been damaged, the buyer will inevitably have to decline the package and write their comments on the package slip (the package has been declined because it is open or damaged). The buyer has to handwrite their comments about the package on the package slip and sign (damages, missing products that are on the order form, broken products...). This check is considered as done at the moment the buyer or any person authorized by them signs the package slip. The buyer will have to confirm their comments through a certified/registered letter addressed to the carrier 2 working days after the delivery at the latest, and send the seller a duplicate to the address mentioned on the terms of sale of the website. If the products have to be sent back to the seller, the buyer has to send the seller a return request on a maximum of 14 days after delivery. Any claim made after these 14 days will not be accepted. The products returned have to be in their original state (packaging, accessories, instructions...). The shipping fees of the returned products have to be paid by the buyer.

Article 13 - Delivery errors

The buyer will have to inform the seller about any delivery error and/or non-compliance of the products (in nature or quality according to the order form) on the day of delivery or the next working day at most. Any claim made after this delay will be rejected.

The claim can be made:

- By phone to the following number: +33 6 30 96 21 02 (cost of a call to France), the following days and hours: from monday to friday, from 8AM to 7PM UTC+2 (Paris hour)
- By email to the following address: sayamete@gmail.com

Any claim made but not following the rules defined above and in the given delays will be declined and clear the seller of any responsibilities regarding the buyer.

When the buyer has received the claim, they assign an exchange number of the involved product(s) and give the number(s) to the buyer. The exchange of a product can only happen after an exchange product has been assigned.

In the case of a delivery or exchange error, any product that has to be exchanged or refunded will have to be sent back to the seller with its packaging, as a tracked letter or package, to the following address:

SAYAMETE

1E impasse La Glaciere

34270 Fontanes

FRANCE

The shipping fees of the returned products have to be paid by the buyer.

Article 14 - Products warranty

14-1 Legal compliance warranty

The seller delivers goods that comply with the contract and answers for any non-compliances at the moment of the delivery, which gives the buyer the opportunity to file a claim according to the legal compliance warranty, provided by the articles L. 217-4 and the following of the French "consumer law". The seller also answers for non-compliances resulting from the packaging, the instructions, and the assembly if it has been done under their responsibility and is mentioned in the contract.

Important reminders:

- The client has 2 years to use the legal compliance warranty starting from the product's delivery;
- When using the legal compliance warranty, the client can choose between getting the product repaired or replaced, provided the terms of article L. 217-17 of the French "consumer law";
- The client does not need to prove the product's nonconformity if they act during the 24 months following the delivery of the product;
- The legal compliance warranty is separate from the contractual warranty.

14-2 Legal hidden defects warranty

According for the articles 1641 and following of the French civil code, the seller is bound to warrant hidden defects that make the products they sell unfit for their original usage, or that reduce this usage so much that the buyer would not have bought them or only for a lower price if they had known about it.

If the client does not use the legal compliance warranty, they can use the legal hidden defects warranty or ask for the resolution of their order or for a refund of a part or all of the original price, according to the article 1644 of the French civil code.

In order to use the legal hidden defects warranty, the buyer has to prove that:

- The defect existed when they passed their order;
- That it is an hidden defect, which means that it is not visible;
- That the defect makes the product unfit for its original usage, or that it is clearly reduced.

Article 15 - Returns

Returns conditions

According to the French "consumer law", the buyer has 14 days starting from the delivery of their order to return any product that they do not like, or to ask for an exchange or a refund without extra fees, except for the return shipping rates that have to be paid by the buyer.

Returned products have to be in their original state and complete (packaging, accessories, instructions...) with the receipt, so they can be commercialized again.

Damaged, dirty or incomplete products are not taken back.

The return right can be performed online thanks to the return form available on the website SAYAMETE. An acknowledgment of receipt on a sustainable format will be immediately delivered to the buyer. The return right can be performed in any other way, but it has to be devoid of any ambiguity of the desire to return the product(s).

The price of the product(s) and original shipping fees will be refunded to the buyer if they use their return right.

The shipping fees of the returned products have to be paid by the buyer.

Exchanges (subject to availability) or refunds will be made within 48 hours, and at the latest within 14 days after the receipt of the returned product(s) by the seller as long as they match the conditions mentioned above.

Exceptions

According to the article L. 221-28 of the French "consumer law", returns can not be made for the following contracts:

- When the service is fully executed before the end of the 14 days period for returns;
- When the goods' prices depend on market fluctuations that cannot be controlled by the seller and that can happen during the period of withdrawal;
- When the goods have been made according to the buyer's specifications or clearly personalized;
- When the goods are likely to deteriorate or expire fast;
- When the goods have been unsealed by the buyer after delivery and they cannot be returned because of sanitary reasons or to protect health;
- When the goods have been indivisibly mixed up with other goods, because of their nature;
- When the goods are alcoholic beverages, of which the delivery is postponed beyond 30 days and of which the value concluded on the contract can depend on market fluctuations that cannot be controlled by the seller;
- When urgent maintenance or repair work has been made in the household of the buyer and specifically asked by them, within the limits of the available spare parts and the strictly necessary work for the urgency;
- When the goods are audio, video or softwares and have been unsealed by the buyer after delivery;
- When the goods are newspapers, periodicals or magazines, except for the subscriptions to these publications;
- When the goods are digital, with no physical support, and of which the download has started after the buyer knowingly renounced their withdrawal right.

Article 16 - Force majeure

Any circumstances out of the control of the parties that prevent the execution of the contract in regular conditions are considered causes of exoneration to the parties and puts these terms of sale on hold.

The party that calls the circumstances described above must immediately inform the other party about them, as well as their disappearance.

Any fact or circumstance that is compelling, exterior, unpredictable, inevitable and out of the control of the parties and that cannot be avoided by them despite all their reasonable possible efforts are considered as force majeure. Are considered as force majeure the following circumstances, apart from those usually retained as precedents by french courts: blocking of means of transportation or supplies, earthquakes, fires, storms, floods, thunder, stopping of telecommunication networks or difficulties proper to telecommunication networks external to the clients.

The parties will contact each other in order to examine the incidence of the event and to agree on the terms the contract will follow. If the force majeure lasts over 3 months, these terms of sale can be terminated by the damaged party.

Article 17 - Copyright

The website's content remains the property of the seller, who is the only owner of the copyrights of this content.

The buyers commit to not use this content in any way; any copy, be it total or partial, is strictly prohibited and is susceptible to be considered as counterfeiting.

Article 18 - Data protection act

The nominative information given by the buyer is necessary in order to proceed their order and to charge them.

This information can be given to the seller's collaborators in charge of the fulfillment, processing, management and payment of the orders.

The processing of the information communicated through the website SAYAMETE has been subject to a statement to the CNIL.

The buyer has a right to access, modify, correct and contest their own information. This right can be used according to the terms defined on the website SAYAMETE.

Article 19 - Partial non-approval

If one or several of the present terms of sale are declared void by a law, rules, or after a definitive judgment of a court of competent jurisdiction, the other terms still keep all their power and impact.

Article 20 - Non-renunciation

Even if one of the parties does not prevail over a breach of the other party to any of the duties concerned by these terms of sale, it does not mean that they renounce the involved duty.

Article 21 - Titles

Titles are declared void in case of any difficulties of interpretation of any of the terms titles or any clause.

Article 22 - Contract's language

These terms of sale are written in English. They are translated from the French, which is the only version that prevails in case of litigation.

Article 23 - Mediation and litigation settlement

The buyer can seek a conventional mediation, such as the "Commission de la médiation de la consommation", any existing sectoral mediation authority, or any alternative way to solve disputes (conciliation for example) in case of litigation. The name, contact details and email of the mediator are available on our website.

In compliance with the article 14 of the Règlement (UE) n°524/2013, the European Commission has set up a "Règlement en Ligne des Litiges" platform (litigation settlement), which makes independent settlement of litigations easier, through extrajudicial ways between buyers and professionals of the European Union. This platform is available through the following link: <https://webgate.ec.europa.eu/ord/>.

Article 24 - Governing law

These terms of sale are governed by the French law. The court of competent jurisdiction is the judiciary court.

It applies to the content and the style. In case of litigation or claim, the buyer will first contact the seller in order to come to an amicable agreement.

Article 25 - Personal data protection

Collected data

The personal data collected on this website is the following:

- Name and first name
- Birthdate
- Gender
- Email address
- Phone number
- Postal address

Personal data usage

The users' personal data is collected in order to dispose of the website's services, their improvement and to keep a safe environment. Precisely, these usages are the following:

- Access and use of the website by the user;
- Management of the website and its optimisation;
- Set-up of the terms of use of the payment services;
- Control, identification and verification of the data given by the user;
- Giving the user the possibility to communicate with other users of the website;
- Set-up of a user help platform;
- Customization of the services by displaying ads according to the user's browsing history, according to their choices;
- Prevention and detection of frauds, malwares and management of security incidents;
- Management of potential litigations with users;

- Sending of commercial and advertisement information according to the user's choices.

Sharing of personal data with third parties

Personal data can be shared with third parties in these cases:

- When the user uses payment services, the website is in contact with banking companies they signed a contract with, in order to treat these services;
- When the user publishes a comment with information accessible to all visitors inside a free comment section of the website;
- When the user allows the website of a third party to access their data;
- When the website employs a service provider for the users help platform, advertisement and payment services. These service providers have a limited access to the user's data, within the scope of the execution of these services, and have a contractual obligation to use them in compliance with the governing measures regarding personal data protection;
- If the website is involved in a process of a merger, acquisition, asset sales or receivership, it can be required to sell or share a part or all of its assets, including personal data. May it happen, users will be informed about it before the personal data is transferred to a third party.

Security and confidentiality

The website implements organizational, technical, through softwares and physical means in order to protect personal data against alterations, destruction or unauthorized access. It is important to inform that the internet is not an entirely safe place and that the website cannot guarantee the security of the transmission and storage of information on the internet.

Implementation of the users' rights

In compliance with the governing rules that apply to personal data, the users have the following rights which they can use by asking at this email address: sayamete@gmail.com

- Access right: users can use their access right in order to know their own personal data. In this case, the website can ask them to prove their identity before disclosing the information.
- Correction right: if the personal data possessed by the website is inaccurate, users can ask that they are updated.
- Data deletion: users can ask that their personal data is deleted, according to the governing laws regarding data protection.
- Processing restrictions: users can ask the website to restrict the processing of personal data according to the RGPD hypothesis.
- Opposition to the processing of data: users can oppose the processing of their data according to the RGPD hypothesis.
- Portability right: users can ask the website to give them their personal data in order to pass them down to another website.

Clause evolution

The website reserves the right to modify this clause regarding the protection of personal data at any moment. If a modification is made to this clause of protection of personal data, the website commits to publish the new version on the website. The website will inform the users through messaging service, at least 15 days before the new version comes into effect. If the user does not agree with the terms of the new clause of protection of personal data, they have the possibility to delete their account.

Annex

Withdrawal form

This form has to be completed by the consumer, and sent through recorded mail with delivery receipt, within 14 days after the conclusion of the contract.

Withdrawal form
For: SAYAMETE Located at: 1E impasse La Glaciere, 34270 Fontanes, FRANCE Phone number: +33 6 30 96 21 02 Email address: sayamete@gmail.com
I hereby inform you of my withdrawal from the contract about, ordered on:
Name and first name of the consumer:
Address of the consumer:
Date:
Signature of the consumer