



## TERMS AND CONDITIONS

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### Article 1: Content and scope

The general terms and conditions (hereinafter the "GTC") apply automatically to any provision of services and/or delivery of goods by Mrs. Célia GRANDHOMME, artist-author registered under the SIRET number 80472707100024, which office is located at 175B, Rue Pierraz Frettaz, Thoiry 01710 (France) (hereinafter the "Designer").

Their purpose is to define the rights and obligations of the Designer and his Client, a natural or legal person (hereinafter referred to as the "Client" and referred to individually or together as the "Parties").

Unless otherwise agreed in writing by the Designer when ordering from the Customer, all offers, interventions, services, and benefits are exclusively governed by these general terms and conditions which are the only ones of application and which the Client irrevocably undertakes to respect, by the simple fact of validating the quotation proposal (hereinafter the "Quote") issued by the Designer.

The Client acknowledges having read these GTC and having accepted them without reservation. In this respect, they are enforceable against it under the terms of article 1119 of the French Civil Code. They take precedence over any other terms and conditions of sale or purchase which the Client may rely on, except for those which have been expressly accepted in writing by the Designer.

These GTC remain immutable between the Parties. The Designer reserves the right to modify its GTC. Nevertheless, the version of the GTC which governs the contractual relations between the Parties is in force on the date of validation of the Quote by the Client.

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## **Article 2: Pre-contractual information**

The Client acknowledges having been informed and received, before the validation of the Quote, in a readable and understandable manner, these GTC and all the information listed in Article L. 221-5 of the French Consumer Code.

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## **Article 3: Services**

### **3.1 Acceptance of Services**

The Quote issued by the Designer includes the precise description of the agreed goods and/or services and their quoted prices (hereinafter the "Service(s)"). The prices of the Designer's Services are indicated excluding taxes and transport costs. The Services due by the Designer are defined exclusively and restrictively within the Quote validated by the Client. Any Service not included in the said estimate will be the subject of an additional quotation. Any validated quotation received by the Designer is deemed to be firmly and definitively accepted by the Client.

### **3.2 Modification of the Services**

Any additional Service concerning the terms of the validated Quote must be requested in writing by the Client and will be subject to acceptance by the Designer. It will, if necessary, be the subject of an additional quotation.

### **3.3 Correction of Services**

Corrections to final deliverables are limited to two (2) rounds of corrections between the Designer and the Client. Any additional correction will be subject to a new invoicing according to the time spent based on the applicable rate to the associated service.

The Client undertakes to check and request any corrections before signing the validation report or printing proof, which fully releases the Designer from liability in the event of errors or omissions.

The Services are broken down into various successive stages of implementation, each of which includes a validation phase on the part of the Client. When a deliverable is subject to oral or written validation by the Customer, this is final and it is not possible to backtrack on previous stages of implementation once the deliverable has been validated by the Client.

## Article 4: Right of withdrawal

The Client has a withdrawal period of fourteen (14) days from the validation of the Quote to exercise his right of withdrawal from the Designer without having to justify reasons for cancellation or to pay a sum, unless the performance of the Services has begun, with the Client's agreement, before the end of the withdrawal period.

The right of withdrawal can be exercised online by sending the withdrawal form by e-mail (Appendix No. 2) completed by hand by the Client and/or by post addressed to the registered office of the Designer mentioning the order concerned by this withdrawal. In the event of exercise of the right of withdrawal within the aforementioned period, only the price of the Services already paid by the Customer will be reimbursed. The reimbursement of the sums will be made within fourteen (14) days from the date of receipt of the notification of the Client's withdrawal.

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## Article 5: Termination of the order

In the event of termination of the order by the Client or the event of the Client's breach of its obligations (see Article 7.1), the Designer is entitled, in any event, to the payment of the amount of all the Services performed, or provided by a third party, as well as non-exclusive lump-sum damages, to the payment of a sum corresponding to 20% of the amount provided for the deliverables not carried out, without prejudice to any damages and interest.

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## Article 6: Method of payment and payment deadline

Payment by the Client of a deposit equivalent to fifty percent (50%) of the price of the Services must be made on the validation date of the Quote. The performance of the Services according to the schedule mentioned in the Quote is subject to the payment of said deposit. The deposit paid is automatically acquired by the Designer and cannot, where applicable, be reimbursed to the Client if the latter has waived his right of withdrawal.

Final payment for the Services corresponding to fifty percent (50%) of the price of the Services remaining due will take place on the day of final delivery, or, at the latest, after the expiry of a period of thirty (30) calendar days from the date of issue of the invoice by the Designer.

Payments are made by bank transfer, online payment by credit card, debit card and/or Paypal transfer payable to Madame Célia GRANDHOMME.

Any delay in payment of these sums on the fixed dates will automatically result in the suspension of the performance of the Services and the payment of all sums due to the Designer and may give rise to late payment penalties payable without reminder, at the rate of 10% of the total amount including tax of the Services per month of delay (Fight against late payment/Article 53 of the French NRE law), as well as a lump-sum compensation of €40 (C. Com. art. D441-5).

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## Article 7: Delivery

### 7.1 Deadlines

The execution and/or delivery time mentioned by the Designer in the Quote validated by the Client is reputed for information and indicative purposes only, and cannot be considered as contractually binding on the Parties.

Any delay caused by the additional performance of Services and/or additional corrections requested by the Client cannot engage the responsibility of the Designer, justify a resolution by the Client of the performance of the Services concluded and/or the refusal to accept the Services, as well as giving rise to the payment of indemnities, penalties or damages for the benefit of the Client.

In particular, the Designer reserves the right to suspend, on one or more occasions, its services until the Client has fully satisfied its obligations. These obligations relate not only to the payment of the deposit(s) but also to the timely transmission of information and answers to the Designer's questions regarding the Client's content, specifications, technical constraints, and/or data to be inserted in the ordered creations.

If the suspension of the Designer's intervention exceeds fifteen (15) days, due to the Client's failure to fulfill his obligations, the Designer is authorized, at his best convenience, to terminate the order at the Customer's fault with payment of the applicable sums (cf. Article 5), or to resume the performance of the Services to the payment by the Client of the produced Services, to which is added indemnity corresponding to 10% of the total amount including tax of the remaining sums not realized granted in the Quote.

## **7.2 Receipt of material goods**

A delivery report must be signed by the Client on the date of receipt of the material goods. He undertakes to check the good condition and conformity of the goods delivered. Any complaint must be made by post addressed to the Designer's registered office with notification of receipt within two (2) working days from the date of receipt of the material goods. After the expiry of this period, the Parties expressly agree that the material goods are considered to have been accepted without reservation. Acceptance without reservation covers any apparent defect and/or any non-compliance. Any material good deemed defective by the Client may only be returned after the Designer's prior written agreement, depending on the validity of the Client's justifications. Return costs will be borne by the Client and the material goods must, where applicable, be returned in perfect condition in their original packaging. The reservations and/or complaints made by the Client do not suspend the payment of the sums due in respect of the material goods delivered.

## **7.3 Receipt of intangible assets**

A delivery or acceptance report must be signed by the Client on the date of receipt of any non-tangible digital or computer asset (hereinafter the "Intangible Assets"). It is the Client's responsibility to verify the good condition and conformity of the Intangible Goods. All complaints must be made in writing within two (2) working days from the first date of receipt. After the expiration of this period, the Parties expressly agree that the Intangible Assets are considered to have been accepted without reservation. Acceptance without reservation covers any apparent defect and/or any non-compliance. Written complaints made by the Customer will only be corrected if the defective element falls within the scope of the Services accepted between the Parties and has not been subject to prior validation by the Client. When creating a website, an acceptance report will be sent to the Client fifteen (15) calendar days after the delivery date. The reservations and/or complaints made by the Client do not suspend the payment of the sums due in respect of the Intangible Assets delivered.

## **7.4 Risks and perils related to the journey of the creations**

Any material, deliverable, final deliverable, preliminary research and/or creation travels at the Client's risk and peril unless otherwise agreed in writing. It is therefore up to him, if necessary, to cover himself against this risk by an ad hoc insurance policy. In any case, the Designer cannot be held liable for any direct or indirect, incidental or subsequent damage, including without limitation, any damage to the creations delivered, delay in the delivery time, loss or deterioration of the elements, or any other economic damage.

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# **Article 8: Ownership**

## **8.1 Retention of ownership clause**

The transfer of the ownership rights and/or the right of use for a delimited period in the Quotation of tangible and intangible assets is subject to full payment of the Services by the Client. Corollary, the Customer will become the de-facto owner of the rights transferred from the final settlement and settlement of all invoices issued by the Designer and any additional sums concluded during the

performance of the Service(s). In the event of non-payment in full by the Client, the Designer may demand the immediate cessation of the use of these goods and their return at the Client's sole expense and risk.

The transfer of ownership of the goods to the Client in no way calls into question the Designer's intellectual property rights over these goods unless there is an explicit written agreement between the Parties. Any other clause to the contrary is deemed unwritten.

Production files, source files, software, digital or material tool, and/or any other material and immaterial medium remain the full, exclusive and unlimited property of the Designer. An amendment to these general conditions may be negotiated if the Customer wishes to purchase and/or use the aforementioned elements and may be negotiated directly between the Parties.

## 8.2 Intellectual property

Under Articles 111-1 and 111-2 of the French Intellectual Property Code, the Designer is the holder of an intangible property right of an intellectual and moral nature over his creations. Any writing, work, image, digital creation, photograph, drawing, composition, video produced by the Designer remains its exclusive property and may not be communicated and/or reproduced without prior written authorization. The exploitation of all or part of the Designer's creations must correspond to the intended destination within the framework of the Services concluded in the Quote. Any reproduction, representation, use, or modification not mentioned in the Quote must be the subject of the prior written authorization of the Designer and of a specific Contract under penalty of constituting an offense of counterfeiting. The Client is responsible for the exploitation of the creations under the regulations in force relating to copyright, related rights, design and model law, as well as trademark law, regardless of the geographical territory concerned.

## 8.3 Originality of the creations

The Designer ensures that all his creations are original. It is possible that, given the multitude of existing brands and designs, a creation contains elements of resemblance to another existing creation. The Designer is presumed to act in good faith when performing a Service. The Client agrees not to hold the Designer liable for any legal proceedings in this regard. The Parties will, where appropriate, provide mutual assistance to avoid and resolve these risks.

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## Article 9: Right of publicity and promotion

Any reservation to the Designer's right to publicity must be negotiated between the Parties and notified by the Client by registered letter with notification of reception before the validation of the Quote. Unless expressly provided otherwise and notified by the Client, the Designer reserves the right to include a commercial mention under the name, shape, image, link to a website, color, and size desired by the Designer, and approved by the Client, indicating its contribution to the work ordered by the Client.

The Designer also reserves the right to mention and use any creation made for the Client, on all types of known and/or unknown media and without time limit, as part of a demonstrative and promotional approach. In this sense, the Client authorizes the Designer to use the elements created, delivered or not, for this demonstrative and promotional purpose only.

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## Article 10: Liability

### 10.1 Legal liability

The Designer ensures compliance with the laws and regulations in force. Nevertheless, it declines all responsibility for the accuracy and compliance with laws and regulations of the information and files (images, texts, videos, sounds) provided by the Client. The Client assumes entire responsibility for the choices made in terms of textual and iconographic content appearing in the work delivered by the Designer, as well as for the use that will be made of it, and in particular for the compliance with the regulations in use. The Client also ensures that he owns the necessary rights for the exploitation of all

the creative textual and iconographic elements provided to the Designer as part of his mission, and guarantees the Designer against any third-party complaint relating to the violation of the rights or copyrights of these elements.

## **10.2 Technical liability**

The Client is the sole decision-maker of the technique and/or method used for the performance of the Services by the Designer and of its suitability for his needs. The Designer can in no way be held responsible for this choice or any malfunction related to the postal, electrical, internet and/or road networks.

The Designer guarantees to the Client that the final deliverable is free from hidden defects on the date of delivery. In any case, the Designer cannot be held liable for any direct or indirect, incidental or subsequent damage (including without limitation, any damage for loss of profit, loss of data, or any other economic damage) resulting from any use, voluntary or accidental, in good or bad faith, or an impossibility to use the commissioned creation.

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## **Article 11: Confidentiality and personal data**

The Designer undertakes to keep confidential all the elements that will have been communicated to him by the Client, and which will have been clearly indicated to him as confidential. A confidentiality agreement may be signed beforehand by the Designer at the request of the Client.

Under the provisions of the General Data Protection Regulations, the Client has the right to access, modify, rectify and delete data concerning him. The Client may exercise this right by sending a simple letter to the Designer at the following address: Madame Célia GRANDHOMME, 175B Rue Pierraz Frettaz, Thoiry 01710 (France).

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## **Article 12: Force majeure**

Are considered as cases of force majeure, events beyond the Designer's control which prevent the performance of the Services and in particular in the event of war, fire, flood, transport difficulties, frost, and other adverse climatic conditions, illness or health problems, significant personal economic problem, the recent death of a loved one, measures taken by the authorities and in particular in terms of raw materials, energy or operating items, including the lack of service providers or third parties on which the Designer would be dependent, general strikes or not, lockdown, social unrest, riots, defect or damage to the Designer's equipment or tools.

The occurrence of a case of force majeure or fortuitous nature likely to delay or prevent the performance of the Services has the effect of suspending the performance of the Designer's contractual obligations and cannot give rise to the settlement of any compensation in favor of the Client. If the event extends beyond three (3) months, the Parties will have the possibility of terminating the performance of the Services concluded without compensation, and the Designer is entitled to payment of the amount of all the Services carried out or provided by a third party.

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## **Article 13: Breach of Terms and Conditions**

These GTC apply, to the maximum extent legally authorized, including in the event of the illegality of one or the other provision above, which would in no way result in the nullity of the whole or the general unenforceability of these GTC.

Any breach by the Client of these GTC automatically entails the immediate termination, ad nutum, of the right to use and distribute, in any way whatsoever, all or part of the final creation(s) of the Designer, preliminary research, and final deliverables which would be in the possession of the Client or of a third party at the intervention of the Client.

## Article 14: Applicable law and jurisdiction

These GTC are originally written in French. If they are translated into one or more foreign languages, only the French text will work in the event of a dispute. All disputes involving the performance of Services concluded in the application of these GTC could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences, and their consequences and which could not have been resolved amicably between the Designer and the Client, will be submitted to the competent courts under the conditions of common law, ruling in France.

## Section 15: Mediation

In the event of a dispute, the Client may resort to a conventional mediation, in particular with the Consumer Mediation Commission or with existing sectoral mediation bodies, or any alternative method of dispute resolution.

## Article 16: Signatures

The Client and the Designer must both sign this document and the Quote issued by the Designer using the Bonsai online e-signature system. These electronic signatures are valid and originals for all purposes.

# ANNEXES

### REMINDER OF LEGAL TEXTS

Legal guarantee of conformity	Legal warranty against hidden defects
<p><b>Article L217-4 of the Consumer Code</b></p> <p>The seller delivers a material good in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. He is also liable for any lack of conformity resulting from the packaging, the assembly instructions, or the installation when this has been charged to him under the Quote or has been carried out under his responsibility.</p> <p><b>Article L217-5 of the Consumer Code</b></p> <p>The material good complies with the contract:</p> <p>1° If it is specific to the use usually expected of a similar item and, where applicable:</p>	<p><b>Article 1641 of the Civil Code</b></p> <p>The seller is bound by the guarantee on account of the hidden defects of the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or does not would have given a lesser price if he had known them.</p>

- if it corresponds to the description given by the seller and has the qualities that the latter presented to the buyer in the form of a sample or model;
  - if it has the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer, or his representative, in particular in advertising or labeling;
- 2° Or if it has the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, brought to the seller's attention and which the latter has accepted.

## STANDARD WITHDRAWAL FORM

Subject: Exercise of the right of withdrawal

Date :     /     /

To the attention of Mrs. Célia GRANDHOMME,

I hereby notify you of my withdrawal from the Contract relating to the provision of services below:

[Description of the Services]

Ordered by Quote n° :

Client Name :

Client Address :

Client's Signature :