

GENERAL TERMS AND CONDITIONS OF SALE

1. General

These General Terms and Conditions of Sale (GTCS) apply to any purchaser, individual or company wishing to purchase works sold on the site <https://marcia-mascia.com>

The sale of works is open to any individual or legal entity of legal age with full legal capacity to enter into commitments.

Users of the site are advised to read the General Terms and Conditions of Sale carefully. They must be accepted before any order is placed using the contact form, by ticking the box « I have read and accept the Terms and Conditions ».

In the event of subsequent modification of the GTCS, the customer remains subject to the version in force at the time of the order.

2. Definitions

« Seller » refers to Marguerite Masciarelli, owner and creator of the site and the works.

SIRET identification number: 98072952900019

« Site » refers to the <https://marcia-mascia.com> website.

« User » refers to any person who visits and uses the site.

« Customer » refers to the professional or private user who places an order for a product marketed on the site.

3. Products and services

All the works offered for sale on the site are created by the seller. All works are original, signed and/or numbered.

They are presented on the site with a photograph and a detailed description allowing the buyer to know their essential characteristics and their price.

4. Order

To order one or more of the works presented on the site, the buyer must contact the seller using the form at the bottom of the [Shop](#) page.

As each work is unique or produced in a limited edition, the sale is always concluded under the suspensive condition of its availability. Orders will be processed in chronological order from receipt of payment.

5. Prices

The prices indicated on the site are in euros (VAT not applicable - « Article 293 B of the General Tax Code »).

Delivery charges are indicated by email after the order has been prepared, as they depend on the characteristics of the work and the delivery address. Purchases destined for countries outside the European Union may be subject to customs duties or other local taxes which are the sole responsibility of the purchaser, who is entirely responsible for declaring and paying them to the relevant authorities and organisations.

6. Terms of payment

The price invoiced to the buyer is the price indicated at the time of the exchange by email. It corresponds to the price of the work and shipping costs. The sale is paid in full. Payment is made using the payment methods provided by the seller:

- By credit card via the PayPal secure transaction system when the order is placed.
- By bank transfer within a maximum of 10 days (beyond this date, the seller reserves the right to cancel the order).

The order will be processed from the date on which the proof of payment is received, and delivery times will only start to run from this date.

The seller reserves the right to suspend or cancel any order and/or delivery in the event of non-payment, payment incident or in the event of fraud or attempted fraud.

7. Delivery

Orders are dispatched to the address indicated in the form within 8 working days. The average delivery time after dispatch is 5 working days in France and 10 working days for other destinations. Delivery times may vary depending on the customer's geographical area, the delivery method chosen or the work ordered (in particular, a lead time is to be expected for personalised orders).

In the event of delivery taking longer than 30 days, except in cases of force majeure, the customer may request that the contract be rescinded by email after having requested the seller to make the delivery within a reasonable additional period, and if the seller has not complied. In this case, the customer will be refunded all sums paid, at the latest within 14 days of the date of cancellation of the contract.

If delivery is impossible due to an error in the address given by the customer, the seller will contact the client as quickly as possible in order to obtain a new delivery address, in which case any additional delivery costs will be borne by the customer.

8. Reservations

The buyer undertakes, immediately upon receipt, to unpack and check the condition of the work, preferably in the presence of the carrier, and to make any reservations they deems necessary to the carrier, in writing and without delay, and at the latest within 48 hours of receipt, to the seller, at the « sender » address shown on the shipment.

Any product that has not been the subject of reservations communicated to the carrier by registered letter with acknowledgement of receipt within 3 days of receipt, in accordance with « Article L. 133-3 of the French Commercial Code », with a copy sent simultaneously to the seller, shall be deemed to have been accepted by the customer.

9. Right of withdrawal

In application of article « Article L. 221-18 of the Consumer Code », the customer has a period of 14 calendar days from receipt of their order to return the goods at their expense and request reimbursement.

To exercise their right of withdrawal, the customer must notify their decision by e-mail to margueritemasciarelli@gmail.com.

The works must be returned in their original packaging in perfect condition and at the latest within 14 days of receipt by the seller of the decision to withdraw.

The customer is solely responsible for return costs.

On receipt of the works, the seller will refund all payments received from the customer, including delivery charges, using the same method of payment used for the original transaction.

Works returned damaged will not be taken back or refunded.

Works made to order may not be cancelled or reimbursed, in accordance with the provisions of « Article L. 221-18 of the Consumer Code », which stipulates that cancellation is notably excluded for contracts for the supply of goods that are clearly personalised or made to the consumer's specifications, and notably for made-to-measure and non-standard items.

A work that is made to order (and requires a manufacturing lead time) is a creation made to measure, at the request of the customer, for which a retraction cannot be accepted. Withdrawal is only accepted for the sale of a work that is in stock.

The words « made to order » are specified in the characteristics of the works offered for sale.

10. Legal guarantees

The seller undertakes to respect and implement the legal guarantees: the guarantee of non-conformity and the guarantee of hidden defects.

The works sold on the site are :

- original works
- limited edition works reproduced in a quantity that complies with the applicable rules and regularly numbered.

11. Applicable law

The site's General Terms and Conditions of Sale are governed by French law.

The official language of the site is the French language.

In the event of a dispute, the French courts shall have sole jurisdiction.

12. Rights to the work

When acquiring or commissioning a work, the artist transfers the material support of the work to the buyer, but remains the owner of the author's rights. In particular, the rights of representation and reproduction of the works presented on the site belong to their author.

APPENDIX

Article 293 B of the General Tax Code

I. - For their supplies of goods and services, taxable persons established in France, with the exception of taxable persons who carry out a concealed activity within the meaning of the second paragraph of Article L. 169 of the Book of Tax Procedures, benefit from an exemption which exempts them from the payment of value added tax, when they have not achieved :

1° Turnover in excess of :

a) €91,900 in the previous calendar year ;

b) Or €101,000 in the previous calendar year, where the turnover for the penultimate year did not exceed the amount referred to in a ;

2° And turnover from the provision of services, excluding sales for consumption on the premises and the provision of accommodation, in excess of :

a) €36,800 in the previous calendar year ;

b) Or €39,100 in the previous calendar year, if in the penultimate year it did not exceed the amount mentioned in a.

II. - 1. I ceases to apply :

a) To taxable persons whose turnover for the current year exceeds the amount mentioned in b of 1° of I ;

b) Or to those whose turnover for the current year relating to the provision of services, excluding sales for consumption on the premises and the provision of accommodation, exceeds the amount mentioned in b of 2° of I.

2. The taxable persons referred to in 1 become liable for value added tax for the provision of services and the supply of goods from the first day of the month in which these turnover figures are exceeded.

III. - The turnover limit for the exemption provided for in I is set at €47,700:

1. For transactions carried out by lawyers and avocats au Conseil d'Etat et à la Cour de cassation, as part of the activity defined by the regulations applicable to their profession;

2. For the delivery of their works designated in 1° to 12° of article L. 112-2 of the Intellectual Property Code and the assignment of the economic rights granted to them by law by the authors of intellectual works, with the exception of architects;

3. For the exploitation of the economic rights granted by law to the performers referred to in article L. 212-1 of the Intellectual Property Code.

IV. - For their supplies of goods and services which have not benefited from the application of the exemption provided for in III, these taxable persons also benefit from an exemption when the corresponding turnover achieved during the previous calendar year does not exceed €19,600.

This provision cannot have the effect of increasing the turnover limit of the exemption relating to the transactions mentioned in 1, 2 or 3 of III.

V. - The provisions of III and IV cease to apply to taxable persons whose turnover for the current year exceeds €58,600 and €23,700 respectively. They become liable to pay value added tax for the provision of services and for the supply of goods from the first day of the month in which these turnover figures are exceeded.

VI. - The thresholds mentioned in I to V are updated every three years in the same proportion as the three-yearly change in the upper limit of the first bracket of the income tax scale and rounded to the nearest hundred euros.

VII - (Repealed).

Article L. 133-3 of the French Commercial Code

Receipt of the goods transported extinguishes any action against the carrier for damage or partial loss if, within three days, not including public holidays, following receipt, the consignee has not notified the carrier, by extrajudicial act or by registered letter, of his justified protest.

If, within the above-mentioned time limit, a request is made for an expert appraisal pursuant to Article L. 133-4, this request shall be deemed to constitute a protest without it being necessary to proceed as described in the first paragraph.

Any stipulations to the contrary are null and void. This last provision does not apply to international transport.

Article L. 221-18 of the Consumer Code

Consumers have a period of fourteen days in which to exercise their right to withdraw from a contract concluded at a distance, following canvassing by telephone or off-premises, without having to give reasons for their decision or incur costs other than those provided for in Articles L. 221-23 to L. 221-25.

The period referred to in the first paragraph runs from the day :

1° Of the conclusion of the contract, for contracts for the provision of services and those mentioned in article L. 221-4 ;

2° Of receipt of the goods by the consumer or a third party, other than the carrier, designated by the consumer, for contracts for the sale of goods. For off-premises contracts, the consumer may exercise his right of withdrawal from the moment the contract is concluded.

In the case of an order for several goods delivered separately or in the case of an order for a good made up of multiple batches or parts whose delivery is staggered over a defined period, the period runs from receipt of the last good, batch or part.

For contracts providing for the regular delivery of goods over a defined period, the period runs from receipt of the first good.

Article L221-28 of the Consumer Code

The right of withdrawal may not be exercised for contracts :

1° For the supply of services fully performed before the end of the withdrawal period and, if the contract imposes an obligation on the consumer to pay, the performance of which has begun with his prior and express agreement and with his acknowledgement of the loss of his right of withdrawal, when the service has been fully performed by the trader;

[...]

3° The supply of goods made to the consumer's specifications or clearly personalised;

[...]