

## **GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS (BOOKS AND CATALOGUES)**

### **Foreword**

Any order placed on the site <https://luma.shop.secutix.com/> (hereinafter the "On-line Shop" (Boutique en ligne)) of LUMA/Arles (hereinafter referred to as the "Vendor"), are governed exclusively by the general terms and conditions of sale that you are kindly advised to read and understand.

Placing an order implies i) that you have read and understood the present general terms and conditions of sale; ii) your complete and irrevocable acceptance thereof.

The On-line Shop, the source code, the texts, the images and other items and elements of the On-line Shop are the exclusive property of the Vendor. The entire content of the On-line Shop is protected by the legislation on intellectual property rights. As such and in compliance with the provision of the Intellectual Property Code, the utilization of the On-line Shop is only allowed for private purposes and any violation of this provision shall be brought before the competent court.

### **Article 1 - Acceptance of the present general terms and conditions of sale**

The purpose of the present general terms and conditions of sale (hereinafter referred to as the "General Conditions") is to define the rights and obligations of the Parties within the framework of remote sale of products the Vendor sales in the On-line Shop. The Client acknowledges having read the General Conditions when validating an order. Any validation of an order implies that the General Conditions have been fully accepted.

The Vendor reserves the right to adapt or modify the present General Conditions at any time. Whenever modifications are implemented, the General Conditions valid at the time of the placing of the order shall remain effective.

### **Article 2 - Identification of LUMA/Arles SAS**

#### **SAS LUMA/Arles,**

Simplified joint stock company with a capital of € 20,000,

Registered office located 33 avenue Victor Hugo, ZAC du Parc des Ateliers - F-13200 Arles,

SIRET identification number: 812 901 700

Email: [info@luma-arles.org](mailto:info@luma-arles.org)

Internet site: [www.luma-arles.org](http://www.luma-arles.org)

Telephone: +33 (0)4.90.47.76.17 **(A VOIR)**

(hereinafter referred to as "**LUMA/Arles**")

For any information or question, feel free to contact our Customers' Service:

Service Clients E-Commerce:

e-mail: [shop@luma-arles.org](mailto:shop@luma-arles.org)

Telephone: +33 (0)4.90.47.76.17 Monday to Friday - 8.30am to 5.30pm

Postal address:

LUMA/Arles SAS

7-9-11 rue de la République ZAC

F-13200 Arles

### **Article 3 - Product offering and availability**

The product offerings and the product prices remain valid as long as they are visible on the On-line Shop, within the limit of available stock.

Whenever a product is no longer available, the order is automatically cancelled and LUMA/Arles shall reimburse the Client at the latest within sixty (60) days as of the payment date.

Our product offerings are available in the following countries:

Afghanistan; Albania; Algeria; Andorra; Angola; Anguilla; Antarctica; Antigua and Barbuda; Argentina; Armenia; Aruba; Australia; Austria; Azerbaijan; Bahamas; Bahrain; Bangladesh; Barbados; Belgium; Belize; Benin; Bermuda; Bhutan; Belarus; Bolivia; Bosnia and Herzegovina; Botswana; Brazil; Brunei Darussalam; Bulgaria; Burkina Faso; Burundi; Cambodia; Cameroon; Canada; Cap-Vert ; Central African Republic; Chad; Chile; China; Colombia; Congo; Costa Rica; Croatia; Cuba; Curaçao; Czech Republic; Denmark; Djibouti; Dominican Republic ; Ecuador; Egypt ; Erythea; Estonia; Ethiopia; Finland; Fiji; France; Gabon; Georgia; Germany; Ghana; Gibraltar; Greece; Grenada; Gröeland; Guadeloupe; Guam; Guatemala; Guernsey; Guinea; Guyana; French Guiana; Haiti; Honduras; Hong Kong; Hungary; Iceland; India; Indonesia; Iran; Iraq; Ireland; Israel; Italy; Ivory Coast; Jamaica; Japan; Jersey; Jordan; Kazakhstan; Kenya; Kiribati; Kosovo; Kyrgyzstan; Kuwait; Laos; La Réunion; Latvia; Lesotho; Lebanon; Liberia; Libya; Liechtenstein; Lithuania; Luxembourg; Macau; Macedonia; Madagascar; Malaysia ; Malawi; Maldives; Mali; Malta; Martinique; Mauritius; Mauritania; Mayotte; Mexico; Micronesia; Moldova; Monaco; Mongolia; Montenegro; Montserrat; Morocco; Mozambique; Myanmar; Namibia; Nauru; Nepal; Netherlands; New Caledonia; New Zealand; Nicaragua; Niger; Nigeria; Niue; Norway; Oman; Pakistan; Palau; Palestine; Panama; Papua New Guinea; Peru; Philippines; Pitcairn; Poland; French Polynesia ; Portugal; Puerto Rico; Qatar; Republic of Korea; Romania; Russian Federation; Rwanda; Saint Bartholomew; Saint-Martin; Saint Pierre and Miquelon; Saudi Arabia; Senegal; Serbia; Singapore; Somalia; South Africa; Slovakia; Slovenia; Spain; Sri Lanka; Sweden; Switzerland; Sudan; Surinam; Syria; Taiwan Province of China; Tanzania; Thailand; Togo; Tunisia; Turkmenistan; Turkey; Uganda; Ukraine; United Arab Emirates; United Kingdom; United States; Uruguay; Uzbekistan; Vatican City; Venezuela; Vietnam; Yemen; Zambia; Zimbabwe.

### **Article 4 - Price of products and price of order**

#### **4.1. Product sale price**

The product sale prices are in Euros all taxes included (VAT + other taxes including taxes on videogames if any), but not including the order processing costs and the shipping costs.

The prices of books are set in strict compliance with the Lang Law 81-766 dated 10 August 1981.

Regarding any order placed outside of metropolitan France, the Client becomes the importer of the product(s) concerned. Regarding products shipped outside of the European Union and DOM-TOM, custom fees, local taxes and import or State taxes and duties may be applicable. Such taxes and duties shall be paid by the Client and it is the Client's responsibility to declare the products and pay the taxes and duties to the competent authorities/organizations in the country in which the product is imported. Clients should obtain information regarding import taxes and duties from their local authorities.

Regardless of their origin all orders shall be paid in Euros.

LUMA/Arles reserves the right to modify the prices at any moment; however the products shall be invoiced on the basis of the prices in force at the placing of the orders.

## **4.2. Total price of order(s)**

The total price of an order is the final price in Euros, all taxes included, processing and shipping costs included. The total price is provided in the order confirmation and in the invoice downloadable once the payment has been made or from the account created by the Client.

The products remain the property of LUMA/Arles until full payment of the price by the Client.

### **Article 5 - Order**

Clients may place an order for one or several products available in the On-line Shop.

To place an order, proceed as follows:

Step 1: Click on one of the products available in the On-line Shop. A detailed description of the selected product (size, material, image) and its price appear.

To order the product, click on the "Add to basket" link. At this stage, you may either end the purchasing process by clicking on "Order", or continue the process by adding other product(s) to the basket.

Step 2: Create a Client's account or access your own account by means of an e-mail address and a password. To create a Client's account, you will be asked to provide several pieces of information necessary to process the order: family name and first name; delivery and/or invoicing postal address; telephone number and e-mail address.

Step 3: The information provided is displayed together with the possible delivery modes and dates and associated costs. Read the General Conditions, ascertain that all pieces of information are correct (home/delivery address, etc.) and then select the delivery mode as a function of the delivery dates indicated and the associated costs.

Step 4: The order summary is displayed on the page "Your order summary". Check the details of the order and - if necessary - correct the possible errors; to do so, click on the link "Previous step".

If you own a promotion code, the latter must be entered in the "Reduction voucher" zone. Then click on "Recalculate" to update the total cost of the order.

Step 5: By clicking on the mode of payment of your choice, you gain access to the secure payment platform; at this stage, the order can non longer be modified.

Step 6: You are asked to provide bank details (card number and validity date) to pay on line for the order with a final click. If the payment is denied by the financial institution concerned, the order is automatically cancelled. Any order you validate on the page "Your order summary" implies a full and irrevocable acceptance which can only be challenged as per the terms of Article 7 (exercizing the "right of withdrawal") in the present General Conditions.

### **Article 6 - Order confirmation**

The contractual information is stipulated in the French language and is confirmed by an e-mail that provides the following details:

- ✓ Order date and time,
- ✓ Main characteristics of the product(s) sold,

- ✓ Order number,
- ✓ Total cost of order and means of payment selected by the Client,
- ✓ Link to the downloadable electronic invoice,
- ✓ Delivery date range,
- ✓ Information concerning the after-sale service and the e-mail address of the Customers' Service which the Client may contact if necessary.

Any question, contact:  
LUMA/Arles SAS  
7-9-11 rue de la République  
F-13200 Arles  
Tel: +33 (0)4.90.47.76.17  
Email: [shop@luma-arles.org](mailto:shop@luma-arles.org)

- ✓ Reminder of the withdrawal rights conditions and modalities,
- ✓ Address of the Vendor's head office and Siret number.

That email is a proof of the order and should be kept by the Client.

LUMA/Arles reserves the right not to proceed with the order placed by the Client in the following circumstances:

- ✓ If the financial institution handling the order payment states that the payment mode selected by the Client to pay for the order cannot be processed;
- ✓ More generally, for any legitimate reason as stipulated in article L122-1 of the French Consumer Code.

## **Article 7 - Withdrawal right**

### **7.1. Time limit and procedure**

In compliance with the provisions of article L122-1 of the French Consumer Code, the Client may exercise her/his withdrawal right within fourteen (14) days upon reception of the item ordered.

To do so, the Client shall send an email to the Vendor at the address [shop@luma-arles.org](mailto:shop@luma-arles.org) in order to inform the Vendor of the Client's wish to exercise his/her withdrawal right.

Upon reception of the acknowledgement of receipt by email of his intention to withdraw, the Client shall, within fourteen (14) days, return to the Vendor the product that is no longer suitable to obtain the reimbursement without penalties except the return shipping cost. Exercising the withdrawal right within the time limit stipulated above will lead to the reimbursement of the price paid by the Client i.e. the purchase price of the product(s) and the standard delivery costs, the return costs being borne by the Client.

The reimbursement shall take place within fourteen (14) days upon reception of the product by the Vendor.

Products are to be returned to:  
LUMA/Arles SAS  
Service Clients  
7-9-11 rue de la République  
F-13200 ARLES

Indicate: Returning an order from the LUMA/Arles On-line Shop.

The products must be returned in the original packaging, complete, with a Bank Identifier Number, a return voucher (available on the electronic invoice that can be obtained on the Client's account), and all possible accessories, user manual and documentation, etc. that will enable the product to be sold again. Please note that any item returned incomplete, damaged or soiled by the Client shall not be accepted.

## **7.2. Products not concerned by the withdrawal right**

The products defined as per article L122-1 of the French Consumer Code fall out of the scope of the withdrawal right.

### **Article 8 - Secure payment**

The On-line Shop has a secure payment system that ensures the confidentiality and safety of the data transmitted by the Client to the On-line Shop.

LUMA/Arles is using the SSL encryption process and has reinforced all jamming and encoding processes in order to protect more efficiently all the sensitive data associated with the payment modes.

### **Article 9 - Mode of payment - Payment - Invoice**

#### **9.1. Modes of payment**

Payment of the order is made by bank card.

The following credit cards are accepted: CARTE BLEUE-CREDIT CARD / VISA / MASTERCARD.

In the zone provided enter the card number without any space between the digits, the card validity date, as well as the check number.

Note that the payment card number appears fully in the field during the keying process, but only the last 5 digits are visible in the Client's account, the other digits being hidden for safety reasons.

The check number is given by the three digits on the back of the card as a means to enhance the security of the on-line payments.

The payment is made in Euros only.

#### **9.2. Payment operation**

The card is debited at the moment of the transaction. The Client guarantees to the Vendor that she/he has all the authorizations possibly needed to use the mode of payment selected.

If the payment center rejects the card used for the payment, the order is automatically cancelled.

The Client should print a hard copy of the transaction that is displayed on screen after the effective payment of the order.

### 9.3. Invoice

The Client can download the electronic invoice from her/his Client's account, upon payment of the order, as well as from a link indicated in the order shipment confirmation email.

The Client may permanently access the invoice from his Client's account, in the topic "Order history".

## **Article 10 - Delivery**

### 10.1. Order

The items ordered are delivered to the addressee as follows:

The products are delivered to the address provided by the Client during the ordering process, as stipulated in Article 5 above. In the case of items deliverable at a date different from the delivery date because of stock unavailability, LUMA/Arles reserves the right to do the delivery in more than one shippings. In such a case, the participation to the processing and shipping costs shall only concern one shipment.

The mean delivery time for France is 3 days.

In the case of late shipping, LUMA/Arles shall send an email to the Client. Whatever the case, in compliance with legal provisions, if the delivery delay exceeds thirty (30) days after the purchasing date, the Client shall be allowed to cancel the order by registered letter with acknowledgement of receipt or by any other durable written support (email).

In such a case, if the product has been received, after the Client has cancelled the order, LUMA/Arles shall reimburse the product on the basis of a receipt from La Poste or from the carrier, upon reception of the product by LUMA/Arles, complete and in its original condition. The Client shall add to the returned product a document that justifies the return costs.

The Client must inform the carrier and LUMA/Arles of any reservation about the product delivered (parcel damaged, open, etc.). In this case, the Client will be entitled to an exchange of product or to the reimbursement of the product delivered in the conditions stipulated in the previous paragraph.

The applicable shipping costs, specified upon the placing of the order, are calculated as a function of the weight of the parcel and of the delivery area. [Click here to access the details of the shipping cost calculation: shipping cost matrix.](#)

Shipping cost	France	International
Regular shipping	6€	13€
Shipping with tracking	8,50€	17€

### 10.2. Order follow-up and reception

Upon shipping of the order, an email is sent to the Client.

The Client shall receive the products ordered at the delivery address indicated on the order confirmation email.

If the Client is absent when the delivery is made, the carrier will indicate a time period within which the parcel is to be received.

**Caution - If the products are not collected within the time period stipulated, the products will be sent back to LUMA/Arles which reserves the right to reimburse the cost of the order, without the delivery costs that shall be borne by the Client.**

### **10.3. Reimbursement**

In the case of a reimbursement request because of either a late delivery exceeding thirty (30) days or a defective item which has been reported to the Customers Service, the Client is allowed a fourteen (14) working day period (upon the date of delivery or picking up of parcel) to return the items with a Bank Identifier Number that will enable LUMA/Arles to reimburse the Client's account.

The return address is indicated on the return form:

LUMA/Arles SAS  
Service Clients  
7-9-11 rue de la République  
F-13200 ARLES

Product reimbursement shall take place within fourteen (14) days after the date at which the reimbursement right has been exercised.

The reimbursement is made by payment to the Client's bank account as proposed by LUMA/Arles.

### **Article 11 - Warranties**

In conformity with the legal provisions, the products supplied are covered by the conformity warranty and the legal warranty against hidden defects resulting from material, design or manufacturing defects that either affects the product or render it unfit to proper use.

#### **Caution:**

- Legal warranty does not apply in the case of improper use, negligence or deficient maintenance on the Client's part. Moreover, the legal warranty does not apply in the case of normal wear, accident, improper action by the Client, or in the case of Act of God or Force Majeure as defined in Article 13 of the General Conditions;
- The warranty shall be limited to the replacement or reimbursement of the non-compliant or defective product(s);
- To claim her/his rights, the Client shall, in order to benefit from her/his warranty, inform the Vendor by a written note of the non-compliance of the product(s) delivered or of the defect(s) affecting the product(s). This notification must take place as rapidly as possible upon discovery of the defect(s) (at all events, non-compliance shall not be acceptable beyond two years after the date of delivery of the product(s));
- The Customers' Service shall replace the product(s) concerned with an identical product. If such a replacement is impossible, the Customers' Service shall either replace the product(s) concerned with a product of equivalent quality and price, stock availability permitting, or reimburse the Client within sixty (60) days. The shipping costs of the new product(s) shall be borne by the Vendor.

### **Article 12 - Responsibility**

At all events, the Vendor's responsibility shall not be incurred because the Vendor was unable to fulfill his obligations for reasons caused either by the Client, or by unforeseeable and uncontrollable events and/or actions caused by a third party to the Contract, or because of an Act of God/Force Majeure as defined in Article 14 of the General Conditions.

The Vendor's responsibility shall not be incurred because of disruptions or damages in connection with the use of the Internet network, including service disruption, external intrusion or the presence of IT virus(es).

The Vendor, as the owner of the On-line Shop, undertakes exclusively to respect the legal or regulatory provisions in force in France.

Hypertext links may refer the Client to Internet sites other than that of the On-line Shop. The Vendor accepts no responsibility should the content of those sites violate the legal and regulatory provisions in force.

### **Article 13 - Act of God/Force majeure**

The Vendor and the Client shall accept no responsibility for any nonfulfilment caused by an Act of God/Force Majeure.

Following are the Force Majeure cases (non exhaustive list) in addition to those usually considered by the jurisprudence of French courts: total or partial, internal or external strikes in the Vendor's organization or in the Customers' Service department as indicated in Article 2 of the General Conditions; interruption of transportation or of procurement means for any reason whatsoever; governmental or legal restrictions; IT system failures; interruption of telecommunication systems including the IT networks especially the Internet.

### **Article 14 - Proofs - Conservation - Archives**

All electronic files and registers stored in the IT systems of the Vendor, in reasonably secure conditions, shall be considered as proofs of the Sale Contrat, of the Sale Contract Date, of the orders placed and payments made between the Parties.

All orders and invoices are stored and filed on a reliable durable support designed as to ensure the availability of faithful copies of such documents.

### **Article 15 - Protection of personal data - Access rights to computerized files**

Clients are asked to provide personal data necessary to process orders and ship products, issue delivery slips as well as invoices.

The Vendor processes the personal data collected in full compliance with the legal provisions governing the protection of personal data in conformity with the "Computer and Liberties" Law N°78-17 dated 6 January 1978 (referred to hereinafter as CNIL):

- The Client is informed that this data processing has been declared to the CNIL.
- The Client has, at any time, the right to access, modify, correct or delete her/his personal data. The Client shall be able to exercise this right by written notice to the Vendor with a identification document (photocopy of an ID card or passport), to the following address:

Written letter:  
LUMA/ArlesSAS  
Service Protection des données  
7-9-11 rue de la République  
F - 13200 ARLES

Email:  
[shop@luma-arles.org](mailto:shop@luma-arles.org)

The Client may accept, when providing personal data, to receive information material or newsletters on the exhibitions, events or promotional offerings from the museum shops as well as new publications from LUMA/Arles. The Client will need to click on the corresponding boxes. Subsequently, in conformity with the regulation in force, the Client may request to be

unregistered from the LUMA/Arles files. To be unregistered, the Client needs to proceed as follows:

- Click on the link "unregistration" located at the foot of the newsletter page; or
- Send an email to the following address: [shop@luma-arles.org](mailto:shop@luma-arles.org)

#### **Article 16 - Cookies**

LUMA/Arles uses cookies for the On-line Shop. The purpose of the cookies is to signal the visit of the Client to the On-line Shop. Cookies are used by LUMA/Arles only to improve the customized service to the Client. The Client may opt to block or to remove the cookies from her/his computer.

#### **Article 17 - Integrality of the General Conditions**

The Parties recognize that the present General Conditions constitute the integral and complete agreement that the Parties have concluded. Should, for any reason whatsoever, one of the clauses of the present General Conditions be declared inapplicable, the said clause would be deemed as unwritten but shall not lead to the nullity of the present General Conditions nor alter any other provisions of the present General Conditions.

#### **Article 18 - Arbitration**

The present General Conditions of Sale and any order(s) placed by the Client are governed by French Law.