

GENERAL SALES TERMS & CONDITIONS

1 - DEFINITIONS

Website: designates the website www.auvieuxpanier.com on which AVP markets its Products.

AU VIEUX PANIER or AVP: designates Mrs Jessica Venediger, entrepreneur, conducting its activity of “LMP” under the said name and located “13 rue du Panier, Marseille, 13002 France”, Registered as number 515 386 225 at the [“registre du commerce et des societes” de Marseille] ; telephone: +33 (0)4 91 91 23 72.

email: contact@auvieuxpanier.com, intra-EU VAT N°:FR275515386225.

Product: designates all **products and/or services** related to the offer sold by AVP on its Website which can be ordered by a Customer by means of the Website.

Concept: designates the services and related products, in particular artistic components.

Customer: designates every person passing an Order to AVP by means of the Website.

Order: designates every order passed by a Customer to AVP by means of the Website.

GST: designates the present general sales terms.

2 - PURPOSE AND ACCEPTANCE OF THE GENERAL SALES TERMS

The purpose of the GST is to determine the terms on which sales are made by AVP to all Customers by means of the Website.

The GST governs all Orders passed on the Website.

The GST may be viewed on the Website at any time, and accepted by the Customer before passing any Order. The Customer undertakes to read the GST before passing an Order. Passing an Order entails immediate and full acceptance, without reserve, by the Customer of the GST.

AVP reserves the right unilaterally to amend the GST at any time. The version of the general sales terms applicable to an Order is the one in force at the time when the Order is passed by the Customer.

Specific terms may be applicable to certain Products and/or Services. In this case the Customer is informed thereof beforehand on the Website. Each order implies, if applicable, acceptance of the applicable specific terms.

3 - PRODUCTS

Products and/or services able to be included in an Order are listed on the Website. AVP may change this list at any time, at its sole discretion.

The photographs of the Products on the Website are communicated for illustrative purposes. The Customer acknowledges that the photographs cannot reflect perfectly the appearance of the Product, or that the real visual impression may be slightly different to that of the photograph. They must view the characteristics of the Product described in its description on the Website. They may contact AVP using the contact details indicated on the Website for any question concerning a Product or request for additional information.

Products and /or services offers are valid for as long as they are online on the Website due to actions by AVP, up to the limit of available stock.

If a Product and/or service is unavailable after an Order is passed the Customer shall be informed thereof by email or telephone, using the contact details given by them when they passed the Order. The Customer may then cancel their Order and shall be reimbursed.

4 - ORDERS

To pass an order, the Customer must have previously accepted the present general conditions of sale and in particular must have correctly and fully paid the totality of the product and/ or service involved. The Customer undertakes to protect the confidentiality and the security of their identifier and access code, which are strictly personal. They shall be responsible for the use made of their account, their user name and their password.

When passing an order, the Customer must provide all the information requested in relation to their identity, their contact details, the delivery address, the Product(s)and/or services ordered and the information required, in accordance with the chosen method of payment.

The Customer undertakes to update the information concerning them in their account. Should they fail to do so, they shall be solely liable for the consequences, in particular in the event of a change of postal address or email address.

AVP shall never be held liable for the consequences of an error, negligent act or fault on the part of the Customer when entering requested information, or updating it, particularly in the event of wrong or incomplete information, or should they fail to update it.

All Orders made with incomplete or wrong information may be refused or cancelled by AVP.

In order to pass an Order the Customer must select the Products and/or services they wish to order, and then view and check the details of their order as well as of the selected Products, in particular their characteristics, their quantities, their total price and the extra costs (if any) and correct any errors, before confirming their order by clicking the Order confirmation link provided for this purpose.

The Customer is informed of the total price of the Order at the latest before confirming their Order.

AVP shall acknowledge receipt of the Order by an email sent to the address indicated by the Customer when placing the Order. In case of payment by cheque, the order shall be valid upon reception of the check by AVP

AVP undertakes to inform the Customer of any incident relative to their Order.

All Orders passed in the Customer's name are deemed to have been made by them or by a person duly authorised to this end.

5 - PRICES

The prices are given in Euros, inclusive of VAT, excluding local taxes.

The prices do not take into account the cost of the communication to access the Website, which is payable exclusively by the Customer.

AVP reserves the right to amend the prices at any time. The prices applicable to an Order are those in force at the time when the Order is passed by the Customer.

6 - PAYMENT & INVOICING METHODS

The prices are payable in Euros.

The Customer must pay the full price by credit or debit card (VISA or Master Card), Paybox, cheque or bank transfer.

In the case of payment by cheque, the cheque must be made out in Euros, and made payable to "Au Vieux Panier - Jessica Venediger", and must be issued by a banking establishment domiciled in France or Monaco.

AVP may not be held liable for an error, negligent act or fault of the Customer at the time of payment, particularly in the event that wrong or incomplete information is entered.

The Order will be processed by AVP only after full and effective receipt of the price. The invoice shall be given to the Customer at his request, as soon as confirmation of receipt of the price is received in by bank card.

It is stipulated that the price, the delivery costs, if any, and the other sums paid to AVP are not a deposit.

AVP retains ownership of the Products and/or services sold until full and effective payment at AVP.

7 – SUPPLY

Supply of the Products and/or services shall take place at AVP .

If the information communicated by the Customer is inaccurate or incomplete, the supply is not guaranteed and AVPs liability may not be sought or incurred in respect of the consequences of the inaccuracy or of the incomplete nature of the information sent by the Customer, notably if the supply is delayed or cannot be made.

If the delivery is delayed or hindered due to an event or circumstance which is the Customer's responsibility, all costs consecutive to this delay shall be payable exclusively by the Customer.

8 - RIGHT OF RETRACTION and CHECK IN/CHECK OUT TIME

If they are a consumer (an individual ordering for the needs of their private life, and not a professional), the Customer has a legal period of 7 days from the order to exercise their right of retraction with AVP without having to give reasons, nor to pay penalties, except for the return costs if any.

If the period expires on a Saturday, Sunday, a public holiday or non-business day, it is extended until the following business day.

However, AVP reserves the right to retain the price of one night if retractation is made less than 48 hours before the arrival day.

Furthermore, in accordance with the legal provisions, the right of retraction is excluded for the supply of services whose performance has begun, with the Customer's agreement, before expiry of the period of 7 clear days, for the supply of goods manufactured according to the Customer's specifications, or those which are clearly customised.

CHECK-IN *careful apart from this schedule no one will be there to welcome you*

Monday to Saturday: 5pm to 8pm (Every morning until Noon)

Sunday 6pm to 9pm (Every morning until Noon)

CHECK OUT: 11.30 am

9 - CUSTOMER SERVICE

For all questions or requests for information, and also in order to track the Order, exercise the right of retraction and the warranty, the Customer may contact AVP:

- by email: jess@auvieuxpanier.com
- by telephone, Monday to Friday (except for public holidays or non-business days) from 10 a.m. to 6 p.m. at +33 (0)4 91 91 23 72.

10 - WARRANTY & COMPLAINTS

In accordance with the legal provisions in force, the Customer has a legal guarantee of compliance against faults of conformity which are present on delivery, and a legal guarantee against defects or hidden flaws of the sold Products.

All complaints must be notified by the Customer to AVP without delay by postal letter or email, using the addresses given on the Website, stipulating the Product(s) and/or services concerned, and the nature and type of defect.

It is the Customer's responsibility to provide all conclusive evidence concerning any observed defects. The Customer must note their reserves and complaints very precisely, and in a manner which is sufficiently precise for AVP to be able to verify them.

AVP's liability and the warranty are excluded in the event of a defect resulting from the use of the Product or services provided to the Customer, and in particular from an abnormal usage, or failure to meet the maintenance conditions, directions for use and AVP regulations communicated or made available to the Customer by AVP or the manufacturer of the Product, from a negligent act, a fault or failure by the Customer to meet their contractual obligations, from an unforeseeable and insurmountable act by a third party which is not a party to the contract, or from force majeure.

In case, for any reason, one of the six accommodations offered by AVP would not be available, AVP reserves the right to provide the client with an equivalent accommodation. Should the price of the accommodation provided be less than the one ordered, the client will be reimbursed of the difference, should the price be higher, the client shall not be charged for the difference.

11 - LIABILITY

AVP shall never be held liable for a failure to perform its obligations, such as late supply or any other problem, due to a cause independent of its will, and particularly in the event of a fault, error or negligent act by the Customer, force majeure, incomplete or inaccurate information of the Customer, or an unforeseeable and insurmountable act by a third party which is not a party to the contract.

The Customer connects to the Website using its own telecommunications equipment. They acknowledge that the Website's display and operational performance characteristics largely depend on the characteristics of its computer, its modem and the type of connection to the Internet. The Customer is solely liable for their Internet connection.

AVP does not guarantee that the Website will operate continuously and without errors. AVP shall never be held liable for any unavailability of the Website or of all or part of its services, but undertakes to strive to resolve the incident as quickly as possible.

AVP shall never be liable for any technical incidents which may arise on the networks which are not under its control (telecommunication, electricity, Internet, bank or other service providers) nor, generally, for damage which is not attributable to it, such as that caused by an act of negligence, error, fault or failure by the Customer to meet their contractual obligations, an unforeseeable and insurmountable event of a third party, or force majeure. AVP shall never be

held liable for inconveniences or damage inherent to the use of the Internet network such as, particularly, the presence of computer viruses or spywares.

The Website may contain offers presented by partners of AVP or links to partners' websites. AVP is not liable for the content of the websites of the partners over which AVP has no control.

The Customer undertakes to use the Website under normal conditions of use. Any malicious use, or use liable to cause damage to the Website or to prejudice AVP such as, particularly, fraudulent introduction of viruses, is strictly prohibited and shall engage the liability of its author. It is strictly prohibited to enter the system without authorisation, in particular to modify its data, to hinder its operation, or to collect data fraudulently, under penalty of criminal proceedings.

During the time spent by the client at AVP, the client is solely responsible for any damages whatsoever, loss or destructions to the objects, works of arts, installations, equipment or premises used by the client or by the client occupancy.

The client shall hold harmless and indemnify AVP against all consequences of degradations, nuisances or other damages caused by the client on the occasion of his stay at AVP.

12 - PERSONAL DATA

The data communicated by the Customer to AVP in connection with the passing of Orders is collected, recorded and processed by AVP in accordance with the French Data Protection Act of 6 January 1978. The processing of this data by AVP is declared to the CNIL (French National Data Protection Commission).

Except for third parties whose intervention is required for processing and performing the Orders, AVP undertakes not to communicate to third parties any personal data concerning the Customer without their prior authorisation.

The Customer has a right of access, modification, rectification and deletion of personal data relating to them. They may exercise this right by writing to AVP at the following address: AU VIEUX PANIER, 13 rue du Panier, 13002, Marseille, FRANCE or by email: jess@auvieuxpanier.com

AVP may send to the Customer commercial offers and prospecting relative to Products similar to those contained in Orders passed by the Customer, particularly by email. If the Customer no longer wishes to receive such messages they may stop them at any time by writing to AU VIEUX PANIER, 13 rue du Panier, 13002, Marseille, FRANCE or by email: jess@auvieuxpanier.com

14 - COOKIES

The Website may use cookies and save cookies in the Customer's computer. A cookie is a block of data which does not enable the user to be identified, but is used for saving information concerning their browsing on the Website (the pages viewed, the date and time of viewing, etc.) AVP may read during subsequent visits of the Customer. It may contain data supplied by the Customer, in order that the latter does not have to fill out a form once again at their next visit. The purpose of the use of cookies is, particularly, to make visit analyses, or audience measurements in order to improve the quality of the Website.

The Customer may prevent cookies from being saved by configuring their browser accordingly.

15 - INTELLECTUAL PROPERTY

The Website and its component such as photographs, visuals and texts, may be intellectual works protected by the Intellectual Property Code. Any reproduction, copying, imitation, amendment, adaptation or public representation, even partial, is prohibited and constitutes an infringement of copyright.

The Concept which constitutes the products/ services and their components (such as photographs, paintings, work of arts or decors, designs, installations and objects) are intellectual works protected by the Intellectual Property Code. Any reproduction, copying, imitation, distribution, sale, leasing or commercial exploitation of the Products without the express authorisation of AVP and/or of its assignees is prohibited and constitutes an infringement of copyright.

16 - APPLICABLE LAW

The present general terms and the Orders of the Customers on the Website are governed by French law.

17- LANGUAGE OF THE CONTRACT

The contract is concluded in French or English.

Two identical versions of the GST are available on the Website, one in French, the other in English. In the event of a contradiction or conflict between the two versions the French version shall prevail.