

## GENERAL TERMS AND CONDITIONS OF SALE

**Website:** [tournepierre.fr](https://tournepierre.fr)

**Artist:** Jean Tournepierre

**Last updated:** 25 August 2026

### Article 1 – Purpose and Scope

These General Terms and Conditions of Sale (hereinafter the "**GTCs**") govern the sale of original works of art offered by Jean Tournepierre on the website [tournepierre.fr](https://tournepierre.fr) (hereinafter the "**Website**").

The Website offers for sale original works created by the artist Jean Tournepierre.

These GTCs apply to sales made:

- to private individuals (B2C sales);
- to professionals, companies, associations, local authorities, or other persons acting in the course of their professional activity (B2B sales).

Provisions applicable exclusively to private individuals or exclusively to professionals are expressly identified in these GTCs.

Any order implies prior acceptance of these GTCs.

### Article 2 – Seller Identification

#### **La Main Libre**

5, Allée du Laboureur

59390 Sailly-Lez-Lannoy

France

**SIRET:** 515 298 289 00023

**Email:** [ventes@lamainlibre.fr](mailto:ventes@lamainlibre.fr)

**Website:** [tournepierre.fr](https://tournepierre.fr)

VAT Regime: VAT not applicable, pursuant to Article 293 B of the French General Tax Code (CGI)

### Article 3 – Works Offered for Sale

The works offered on the Website are original works created by Jean Tournepierre.

Each work is presented with the available information, including:

- its title;
- its technique;
- its dimensions;

- its year of creation, where applicable;
- its price;
- any specific features.

The photographs displayed on the Website are intended to faithfully represent the works. However, differences in rendering may exist between the photographs displayed on the Website and the actual work, particularly due to the settings and characteristics of the screens used.

The inherent particularities of the artistic or handcrafted creation of the work do not constitute a defect when they correspond to its nature or description.

#### **Article 4 – Prices**

Prices are indicated in euros.

The applicable price is the one displayed on the Website at the time of the order or the one stated in the quote accepted by the customer.

Any delivery fees are indicated before the conclusion of the sale.

Where the seller benefits from VAT exemption, invoices shall bear the mention **"VAT not applicable, Art. 293 B of the French General Tax Code"**.

The seller reserves the right to modify its prices at any time. Modifications do not apply to orders already confirmed.

For sales to professionals, prices may be established by quote or be subject to special pricing conditions agreed between the parties.

#### **Article 5 – Order and Acceptance of Quote**

Works may be ordered directly from the Website or, where applicable, be the subject of a quote sent to the customer by email.

The quote specifies, in particular:

- the work concerned;
- its price;
- any delivery fees;
- the special conditions of sale;
- the estimated delivery or completion time;
- where necessary, the payment terms.

The customer may accept the quote by signing and returning it by email to [ventes@lamainlibre.fr](mailto:ventes@lamainlibre.fr).

The signed quote constitutes acceptance of the commercial proposal and formalises the order.

The special conditions stated in an accepted quote prevail over these GTCs in the event of contradiction.

## **Article 6 – Special Provisions for Professional Customers**

### **6.1 Identification of the Professional**

When acting in a professional capacity, the customer must provide the information necessary for the establishment of the order and invoice, including:

- company name or business name;
- address of the head office or establishment concerned;
- SIREN or SIRET number, where available;
- intra-Community VAT number, where applicable;
- contact details of the person in charge of the order.

The professional customer guarantees the accuracy of the information provided.

### **6.2 Payment Terms**

Unless otherwise provided in the quote, professional orders are payable according to the terms indicated on the quote or invoice.

Where deferred payment is accepted, the payment period is specified on the invoice and may not exceed the periods provided for by the regulations applicable to relations between professionals.

Unless otherwise stipulated, payment is made in full at the time of the order.

### **6.3 Late Payment**

Any late payment of an invoice by a professional customer automatically and without prior notice entitles the seller to late payment penalties calculated in accordance with the applicable legal provisions.

A fixed indemnity of **€40** for collection costs is also due by the professional in the event of late payment, in accordance with the applicable regulations.

Where the actual collection costs incurred exceed this fixed indemnity, additional compensation may be claimed under the conditions provided for by law.

Late payment penalties are payable without prior notice.

### **6.4 No Right of Withdrawal**

The provisions relating to the right of withdrawal set out in **Article 10** do not apply to professional customers acting in the course of their professional activity.

Any possibility of cancellation or return of a professional order must be expressly agreed between the parties.

### **6.5 Custom or Bespoke Orders**

Where a company orders a work created according to its specifications, dimensions, colours, constraints, or other particular characteristics, these elements are specified in the quote.

The accepted quote constitutes the agreement of the parties on the characteristics of the work, its price, and its completion time.

A custom work may not be unilaterally cancelled by the professional customer after the commencement of its creation, except by contrary agreement of the seller.

In the event of cancellation accepted by the seller after the commencement of creation, the financial conditions of such cancellation are determined based on the progress of the order and the costs already incurred.

## **Article 7 – Payment**

Payment is made using the payment methods proposed by the seller.

For private individuals, payment terms are indicated at the time of the order or on the quote.

For professionals, the agreed payment terms and deadlines are indicated on the quote and/or invoice.

Where a deposit is required, its amount and the terms for payment of the balance are specified in the quote.

The order is considered definitively validated when the quote has been accepted and the payment conditions have been complied with.

## **Article 8 – Availability of Works**

The works offered on the Website are, unless otherwise indicated, original and unique works.

A work that has been sold can normally no longer be ordered by another customer.

In the event of exceptional unavailability of a work after the conclusion of the order, the customer shall be informed as soon as possible.

Any sums paid for a work that has become unavailable shall be refunded under the conditions provided for by the applicable regulations.

## **Article 9 – Delivery**

Works are delivered to the address provided by the customer at the time of the order.

For existing works ordered by quote, shipment takes place within **10 working days** following receipt of payment. Delivery is carried out according to the carrier's deadline indicated at the time of the order. The choice of carrier, insurance of the works, and their packaging are the responsibility of the seller.

Any delivery fees are indicated in the quote to the customer before the conclusion of the sale.

For works created to order or customised, the completion and delivery time is specified in the quote.

## **For Private Individuals**

Delivery times are subject to the provisions of the French Consumer Code.

In the event of delayed delivery, the customer benefits from the rights provided for by the applicable regulations.

## **For Professional Customers**

The deadlines indicated in the quote are, unless expressly stated otherwise, indicative.

Where the deadline constitutes an essential condition of the order, this condition must be expressly mentioned in the accepted quote.

The professional customer is invited to check the condition of the package upon receipt and to report any anomaly to the seller as soon as possible.

## **Article 10 – Right of Withdrawal for Customers**

### **10.1 Existing Non-Personalised Works**

Where a sale of an existing work is concluded at a distance with a customer, the customer has, where the right of withdrawal is applicable, a **legal period of 14 days** from receipt of the work to exercise their right of withdrawal.

The customer is not required to justify their decision.

The customer must inform Jean Tournepierre of their decision to withdraw by email to [ventes@lamainlibre.fr](mailto:ventes@lamainlibre.fr) before the expiry of this period.

They may use the standard form set out in the appendix to these GTCs or send any unambiguous statement expressing their intention to withdraw.

Unless otherwise provided, the direct costs of return are borne by the customer where they have been previously informed of this.

The customer is responsible for any depreciation of the work resulting from handling other than that necessary to establish its nature, characteristics, and proper functioning.

The seller refunds the amounts due under the conditions provided for by the French Consumer Code.

### **10.2 Personalised Works**

In accordance with the provisions of the French Consumer Code, the right of withdrawal does not apply, in particular, to goods manufactured according to the customer's specifications or clearly personalised.

Where a work is specially created or modified at the customer's request according to their personal characteristics or specifications, this exception may therefore apply.

The customer is informed of this before the conclusion of the order.

### **10.3 Professionals**

The legal right of withdrawal provided for the benefit of customers does not apply to professional customers acting in the course of their professional activity.

However, the parties may contractually agree on special conditions for cancellation or return, which must be specified in writing.

## **Article 11 – Legal Guarantees Applicable to Customers**

The customer benefits from the applicable legal guarantees, including:

- the legal guarantee of conformity;
- the legal guarantee against hidden defects.

These guarantees apply independently of any commercial guarantee that may be offered. In the event of a problem concerning the work received, the customer may contact Jean Tournepierre at: [ventes@lamainlibre.fr](mailto:ventes@lamainlibre.fr)

Professional customers benefit from the legal guarantees applicable to them, in particular the guarantee against hidden defects under the conditions provided for by the French Civil Code.

## **Article 12 – Intellectual Property and Copyright**

The purchase of an original work relates to the material support of the work and does not, unless otherwise agreed in writing, constitute an assignment of the copyright attached thereto.

Jean Tournepierre remains the holder of his copyright in accordance with the French Intellectual Property Code.

The acquisition of a work therefore does not authorise the customer to reproduce, digitise, commercialise, or exploit the work for commercial purposes without the prior authorisation of the artist.

Where a company acquires a work to display it on its premises, this acquisition does not, unless otherwise agreed, constitute an assignment of the rights of reproduction or commercial exploitation of the image of the work.

Any assignment of copyright must be the subject of a separate written agreement specifying, in particular, the rights assigned, their scope, duration, territory, and purpose.

Unless otherwise agreed, the artist retains the right to photograph and reproduce the image of his works for the purpose of presenting, promoting, or communicating his artistic activity, subject to any rights that may have been granted to the customer.

**"Tournepierre"** and **"La Main Libre"** are registered trademarks in France.

## **Article 13 – Liability**

Jean Tournepierre cannot be held liable for the non-performance or delay in the performance of his obligations where these result from an event of *force majeure* as defined by law and case law.

The seller remains bound by the legal obligations incumbent upon him towards customers.

## **Article 14 – Personal Data**

Personal data provided by the customer are used, in particular, for the management of orders, payments, delivery, and the commercial relationship.

They are processed in accordance with the applicable regulations, in particular the General Data Protection Regulation (GDPR).

The customer has the rights provided for by the applicable regulations, including the rights of access, rectification, erasure, restriction of processing, and, where the legal conditions are met, objection and portability.

For any request relating to personal data: [ventes@lamainlibre.fr](mailto:ventes@lamainlibre.fr)

Additional information relating to the processing of personal data is presented in the Website's Privacy Policy.

## **Article 15 – Complaints**

Any complaint may be sent to Jean Tournepierre by email to [ventes@lamainlibre.fr](mailto:ventes@lamainlibre.fr).

The customer is invited to specify the subject of their complaint and to provide, where useful, their order number, invoice, and any document or photograph to process their request.

## **Article 16 – Consumer Mediation**

This article applies only to private individuals.

In accordance with the provisions of the French Consumer Code, the buyer may, after having sent a prior written complaint to the seller and in the absence of an amicable resolution of the dispute, refer the matter free of charge to the consumer mediator to which the seller is subject:

### **Centre de Médiation et d'Arbitrage de Paris (CMAP)**

39 avenue Franklin D. Roosevelt

75008 Paris

France

**Website:** [cmap.fr](http://cmap.fr)

The referral to the mediator is made under the conditions and according to the procedures indicated by the CMAP.

Recourse to the CMAP is reserved for disputes falling within its scope and subject to Jean Tournepierre having effectively concluded a consumer mediation agreement with the CMAP.

This consumer mediation procedure does not apply to disputes between professionals.

## **Article 17 – Dispute Resolution Between Professionals**

For sales concluded with a professional customer, the parties shall endeavour to seek an amicable solution to any dispute relating to the interpretation or performance of the order.

In the absence of an amicable resolution, the dispute shall be submitted to the competent courts in accordance with the applicable rules of common law.

If the parties wish to attribute jurisdiction to a specific court, this clause must be the

subject of specific drafting taking into account the status of the parties and the applicable mandatory rules.

#### **Article 18 – Applicable Law**

These GTCs are governed by French law.

The protective provisions applicable to consumers remain applicable to private individuals, regardless of the stipulations of these GTCs.

#### **Article 19 – Acceptance of the GTCs**

The customer acknowledges having read these GTCs before the conclusion of their order and accepts them.

The applicable GTCs are those in force on the date of the conclusion of the order.

Jean Tournepierre reserves the right to modify these GTCs at any time. Modifications only apply to orders concluded after they are published online.

## APPENDIX – STANDARD WITHDRAWAL FORM

To the attention of:

**Jean Tournepierre**

5 Allée du Laboureur

59390 Sailly-Lez-Lannoy

France

**Email:** [ventes@lamainlibre.fr](mailto:ventes@lamainlibre.fr)

I hereby notify you of my withdrawal from the contract for the sale of the following work:

- **Work concerned:** [Title/Reference]
- **Ordered on:** [Date]
- **Received on:** [Date]
- **Customer name:** [Full Name]
- **Customer address:** [Address]
- **Date:** [Date]
- **Customer signature** (only in case of paper notification)