

General Sales Conditions for arteboutique.com

ARTE's on-line boutique gives you the opportunity to discover and purchase on-line, and with the utmost safety and confidentiality, all ARTE Vidéo editions, as well as derivatives of the channel's programmes.

It is stipulated that the present General Sales Conditions govern solely sales carried out on-line on the www.arteboutique.com web site. These conditions apply to the exclusion of all other conditions, notably those in force for sales carried out via ARTE Vidéo's paper catalogue.

1. Conditions for placing an order

You declare that you are 18 years of age or over and have the legal capacity or are the holder of a parental authorisation allowing you to place an order on the site.

2. Prices

The unit prices of our products are given in euros, inclusive of all French taxes and exclusive of delivery charges.

* For all orders to Metropolitan France, Monaco, Overseas France and European Union country members, the unit price of our products includes value added tax as well as tax on videos, calculated using rates in force.

* For all orders to countries other than those listed hereabove, the unit price of our products includes only the tax on videos. However, customs duties, other local taxes, import duties or State taxes are likely to be payable. These duties and amounts are not the responsibility of ARTE France Développement.

ARTE France Développement is not required to verify and inform you of the applicable customs duties and taxes. These are paid by you and are your entire responsibility both in terms of declarations and in terms of payments to the authorities and/or your country's competent organisations. To become familiar with them, ARTE France Développement advises you to refer to your country's competent authorities.

All orders are payable in euros, irrespective of the country a person places the order in. ARTE France Développement reserves the right to modify its prices at any time but the products will be billed on the basis of the rates in force at the time the order is registered, subject to availability.

The products remain the property of ARTE France Développement until the price has been fully paid.

3. Availability

Product offers are valid for as long as they are visible on the site, subject to availability.

In the event of an item being temporarily unavailable once you have placed your order, ARTE France Développement will inform you of this as soon as possible,

*either by email, if you have chosen on-line bankcard payment; and your bankcard will only be debited when the item is shipped;

* or by post, if you have chosen payment by cheque or by telephone.

ARTE France Développement will proceed to deliver the said item as soon as possible.

In the event of an item being definitively unavailable, once your order has been placed, it will be automatically cancelled.

ARTE France Développement will in this case inform you immediately,

* either by email, if you have chosen on-line credit card payment; and your bank card will therefore not be debited,

*or by post, if you have chosen payment by cheque or telephone.

ARTE France Développement will then proceed to reimburse the amounts you have paid as advance payment at the time you placed your order, in the 30 days following the cancellation of your order.

4. Delivery and delay

An obligatory delivery charge is required.

The cost of delivery per order is calculated in relation to:

- the delivery address of the order

and

- the total weight of the order

For all orders, parcels are sent via the “Colissimo suivi” service for Metropolitan France, Monaco, Europe and Switzerland, and by priority postal packages for all other destinations.

The products will be delivered to the delivery address that you indicated during the order process.

The delivery delays set out herebelow are given as a guide and are average delays for our transporter, once an order has been processed:

- 5 working days for Metropolitan France and Monaco
- 8 working days for Europe and Switzerland
- 10 working days for Overseas France
- 8 to 15 working days for the rest of the world

ARTE France Développement can in no way be held responsible for consequences due to a delay in freight.

In the event of, within one order, several items being deliverable on different dates, taking their availability into account, delivery of the said order will be split and delivery charges will only be charged for one shipment.

5. Tracking the order for payments carried out online

When your on-line order is registered, you will receive an email informing you of the tracking of your order at each stage in its processing until it is deposited at the post office, as follows:

* **Commande enregistrée** (order registered): Your order has been registered.

* **Commande livrée** (order delivered): Your order is in the process of delivery.

* **Livraison partielle** (partial delivery): Part of your order has been dispatched. The other part contains one or several item(s) that are temporarily unavailable. These items are currently being restocked and will be shipped as soon as they are received with no further delivery charge. You have not been charged for the products on hold and only will be when the said items are shipped to you.

Or

Part of your order has been shipped to you. The other part contains one or several item(s) that are permanently unavailable. You will only be charged for the shipped items and will be informed by email of the cancellation of the rest of your order.

* **Commande en attente** (order on hold): The item(s) of your order are temporarily unavailable and currently in the process of being restocked. Payment for your order has not been debited. As soon as we receive the item(s), your order will be shipped and the payment debited.

* **Commande rejetée** (order rejected): There was an error in your order, for example regarding delivery charge, or the post code of the delivery address does not match the indicated country. This order was therefore cancelled and your bankcard has not been debited. You will receive details explaining the process to follow in order to validate your order.

* **Commande annulée** (order cancelled): Your order has been cancelled as your payment by bankcard was refused.

Or

As the item(s) you have ordered are no longer available for sale, your payment has been cancelled and your bankcard has not been debited.

6. Payment

Payment can be made:

* on line on the www.arteboutique.com site using a bankcard (Visa, MasterCard or other bankcards).

Bankcard debits are only carried out when the order is sent.

* by post, by sending your printed order form along with:

- either a bank or postal cheque made out to ARTE France Développement. This cheque must be issued in euros, payable from a French bank. The cheque will be cashed as soon as it received.
- or the details of your bankcard (Visa, MasterCard or other bank cards): number, expiry date (month and year) and the three last figures appearing on the signature panel on the back of your bank card, as well as your signature.

Orders are registered subject to availability of stocks and processed when payment is received. The postal address for these is **ARTE Boutique - 60505 Chantilly Cedex**.

7. Security

- The security of our on-line boutique is an absolute priority. For this reason we use the P@iement CIC system developed by CIC, a service provider specialised in online payments. The P@iement CIC solution makes your transactions secure at several levels:

- Encrypting transmitted data: Thanks to the use of Secure Sockets Layer" (SSL), your bankcard data is encrypted by your computer before being transmitted to the CIC server.

- Confidential information is not stored:

Your bankcard information (name, card type, number and expiry date) is transmitted directly to the CIC server. This server checks the information with the relevant payment centre (Carte Bleue, Visa, etc...), then confirms (or not) the transaction without recording the confidential information. At no time does ARTE France Développement receive this information, nor is it ever recorded.

8. Satisfied or reimbursed

In accordance with the terms of article L121.20 of the Consumer Code, you can, within a period of 7 days from the date you receive your ordered items (according to the post mark), return an unsuitable item to ARTE France Développement.

- the item must be returned in its original unwrapped packaging and postal costs are met by you.
- ARTE France Développement will proceed to reimburse your order within 30 days of receiving the returned item. If you have used an on-line bankcard payment, the amount of the reimbursement will be credited to your account; otherwise, reimbursement will be carried out by cheque to the name of the client who placed the order and sent to the billing address.
- Items returned that are incomplete, damaged or dirtied by the client are not accepted.

Returns should be sent to:

STACI 1

ARTE n° 1610

ZAC des Béthunes

Avenue du Fond de Vaux

95310 SAINT OUEN L'AUMONE - FRANCE

9. Product conformity

In the event of you receiving a faulty item or one which does not match your order, you have a period of 15 days from the date your received it (according to the post mark) to return the said item to ARTE France Développement detailing the reason for the return. Delivery charges will be paid by ARTE France Développement. ARTE France Développement will then proceed to exchange the faulty or wrong item.

Returning a faulty or wrong item can in no event give rise to a credit note or reimbursement, whatever the reason. All complaints made after this period will not be accepted.

Returns should be sent to:

STACI 1

ARTE n° 1610

ZAC des Béthunes

Avenue du Fond de Vaux

95310 SAINT OUEN L'AUMONE -FRANCE

10. Client service

For all information or questions, our client service can be contacted:
by post : **ARTE Boutique - 60505 Chantilly Cedex - FRANCE**

11. Intellectual Property

All texts, commentaries, works, illustrations and still or animated images reproduced in the catalogue are protected by copyright throughout the world. Under this, and in accordance with the terms of the Intellectual Property Code, only private and free showings exclusively within the family circle are authorised.

All total or partial reproduction of the site www.arteboutique.com is strictly forbidden.
It is also stipulated that certain items, notably videos in DVD or VHS format are, unless is it expressly mentioned otherwise, exclusively reserved for private viewing within the family circle. All other rights are reserved. The term “private use” excludes notably all showings in public places such as clubs, video libraries, cars, boats, bars, hospitals, hotels, oil platforms, prisons and places of education.

12. Responsibility

ARTE France Développement declines all responsibility for the use or content of ordered items. The articles on offer meet current French legal specifications. ARTE France Développement cannot be held responsibility in the event of the non-observance of the country’s legislation where the item is delivered (censorship, banning of a title or an author etc).

The characteristics of our products may be modified or improved at any moment. The texts and photos reproduced on this site and illustrating the articles are non-contractual.

Where hypertexts link to other sites from the ARTE France Développement boutique, ARTE France Développement is not responsible for the content of information supplied on the sites once the link has been activated.

13. Personal information

ARTE France Développement may use the said personal information to process your order and to support communication and product offers reserved to clients of ARTE France Développement, notably via ARTE France Développement’s newsletters, to which you can subscribe. We may also transmit your details to commercial partners for prospecting. If you are opposed to this use of your personal details, simply let us know by sending a letter to the following address: ARTE France Développement - Relations commerciales - 8 rue Marceau - 92785 Issy-les-Moulineaux Cedex 9.

More generally, in accordance with the law of 6 January 1978 on Computer Data and Freedom, you have the right to access, rectify and oppose your personal data.

To do so, send a postal request stating your last name, first name, address and if possible, your client reference, to the following address: ARTE France Développement - Relations commerciales - 8 rue Marceau - 92785 Issy-les-Moulineaux, Cedex 9.

Our site is also specifically designed to address our clients’ needs. This is one of the reasons we use cookies. The aim of cookies is to signal your visit to our site. Cookies are therefore only used

by ARTE France Développement with the aim of improving the personalised service we provide for you.

14. Validation

You declare you have read and accepted the present General Sales Conditions before you order. Validating your order therefore means you accept these General Sales Conditions.

Unless proved to the contrary, the data registered by ARTE France Développement constitutes proof of all transactions carried out by ARTE France Développement and its clients.

15. Applicable law – legal disputes

The present General Sales Conditions are governed by French law.
In the event of a legal dispute, only the courts of Paris have jurisdiction.

16. Identification

ARTE Boutique is a service of ARTE France Développement;
Headquarters: 8 rue Marceau - 92130 Issy-les-Moulineaux - FRANCE
Société Anonyme au capital de 777 750 €- SIREN 388 249 146 RCS Nanterre

17. Organisations and educational establishments

Please note: The prices on the www.arteboutique.com site concern only sales to the public for private use. For all other use, notably for sales to organisations and educational establishments, please consult us by writing to:

ARTE France Développement
Relations commerciales
8 rue Marceau
92785 Issy-les-Moulineaux cedex 9
France

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