Terms and conditions

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Amandine Hachin (artist name Suisei), auto-entrepreneuse (freelance) at 89 avenue Paul Doumer 75116 PARIS FRANCE, registered in the "Registre du Commerce et des Sociétés de PARIS" with the SIRET code [numéro en cours d'acquisition], offer a store service named suiseipark.com and is hereafter referenced to as « Seller », and the person or company purchasing goods, as referenced on the Purchase Order, is hereafter referred to as "the Buyer". All artwork described on the website are referred to as "Products".

It was exposed and agreed the following :

Preamble

Amandine Hachin is author of comics and illustrations and offers for sale prints of her comics, artbooks, reproductions (posters, postcards, trading cards) of her illustrations as well originals through her website: suiseipark.com.
The list and description of the products that suiseipark.com offers can be found on the site.

Article 1 : Object

These terms and conditions determine the rights and obligations of the parties regarding the online sale of the Products offered by the Seller.

Article 2 : General information

These terms of use apply to all sales of Products, made through the website suiseipark.com, which are a part of the Agreement between the Buyer and the Seller.

The Seller can modify the terms and conditions at any time by publishing a new version on her website. (suiseipark.com).
The applicable terms and conditions then are those in force on the date of payment of the order.

These terms and conditions are available on the website at the following address: http://suiseipark.com/Store/Conditions/.

The Seller also ensures that their acceptance is clear and unconditional with a check box and a validation click before the payment stage of the order.
The Buyer declares to have read all of these terms of use, and if applicable the special conditions of sale related to a product, and accepts them without restriction.
The Buyer acknowledges that he or she has received the necessary advice and information to ensure that the offer meets his or her needs.
The Buyer declares to be able to legally commit himself or herself to a contract under the French law or validly represent the person or company for whom he or she undertakes.
Unless proven otherwise, the information recorded by suiseipark.com constitutes proof of all transactions.

Article 3 : Prices

The prices of the products sold on suiseipark.com are indicated in Euros, all taxes included (due to the Seller's auto-entrepreneur status, the prices excluding taxes and including all taxes are identical) excluding shipping costs and precisely determined on the Products description pages.

Customs duties or other local taxes or import duties or state taxes may be applicable in certain cases. These rights and sums are not the responsibility of the Seller. They will be the responsibility of the Buyer (declarations, payment to the competent authorities, etc.).
The Seller advises the Buyer to inquire about these aspects with the corresponding local authorities.

The Seller reserves the right to change prices at any time. The prices applied to an order are those displayed at the time of payment.

The telecommunication costs necessary to access suiseipark.com are the responsibility of the Buyer.

Article 4 : Conclusion of the online contract

The Buyer must go through several steps that are the same for each Product offered by the Seller to fulfill his or her order.

- Main informations on the product
- Choice of Product(s)
- Login into the Buyer's account (if it has not been done yet)
- Choice of the shipping address
- Choice of shipping options
- Acceptance of these terms and conditions
- Check-up of the elements of the order and, if necessary, correction of errors
- Follow-up of the payment procedure, and payment of products
- Delivery of the Product(s)

The Customer will receive an email confirmation upon payment of the order.

The products will be shipped to the address indicated by the Buyer. For the proper conduct of order fulfillment, and in accordance with Article 1316-1 of the Civil Code, the Customer undertakes to provide his or her truthful identification.

The Seller reserves the right to refuse the order, for example for any unusual request made in bad faith or for any legitimate reason.

Article 5 : Products and services

The essential characteristics of the goods, services and their respective prices are made available to the buyer on the website suiseipark.com.
The Buyer certifies to have received a detail of the shipping fees as well as the methods of payment, delivery and execution of the contract.

The Seller agrees to honor the Buyer’s order within the limit of the available Products inventory only. Otherwise, the Seller will inform the Buyer.

This contractual information is presented in detail and in English (and in French). In accordance with the French law, they are the subject of a summary and a confirmation during the validation of the order.

The parties agree that the illustrations or photos of the products offered for sale have no contractual value.

Unless otherwise specified, the rights granted hereunder are granted only to the physical person signing the order (or the person holding the email address provided).

In accordance with legal provisions about compliance and hidden defects, the Seller agrees to refund or exchange defective products or those that do not correspond to the order. The refund can be requested as follows:

Send a message via the contact form which can be accessed from the menu bar at the top of the site specifying:

- the nature of the request in the title
- in the message, the name of the account used on the site
- the order identification number
- the impacted product
- a description of the defect

An exchange or a refund will be offered, depending on the situation.
To proceed with the exchange or the refund, the Buyer must return the product to the address of the seller indicated at the beginning of the terms of use or in the legal notice, then the Seller will proceed with the shipping of the new product or refund (return shipping costs included).

Article 6 : Title retention clause

The products remain the property of the Seller until full payment of the price.

Article 7 : Delivery terms

The products are delivered to the address that was indicated during the order and in the time indicated. This time does not take into account the time of preparation of the order.

When the Customer orders several products at the same time, these may possibly have different delivery times and will be shipped according to the following methods:
When the order includes an original, it will be sent in a different package from the rest of the order with a tracking number. The other products will be shipped in a single package, as far as possible.

In case of shipment delay: If the Seller is unable to ship the order within the time indicated, the Buyer will be informed by email and with a red message displayed on the home page of the store if the situation impacts all orders in progress.

In case of delivery delay, the Buyer has the possibility to void the contract under the terms and conditions defined in Article L 138-2 of the Consumer Code.
The Seller will the proceed to the refund of the product and of the shipping expenses under the conditions of Article L 138-3 of the Consumer Code.

The Seller makes available a summary page to enable the Buyer to track the order, as well as a contact point with the contact form.

The Seller remind the Buyer that when he or she takes physical possession of the products, the risk of loss or damage to the products is transferred to him or her.
It is the Buyer's responsibility to notify the deliverer of any reservations about the delivered product.

Article 8 : Availability and presentation

Orders will be processed within the limits of our available stocks.

If an article that is not an original (unique piece) is unavailable for a period of more than 20 working days, you will be immediately informed of the foreseeable delivery times and the order of this article can be canceled on simple request (technically, no order can be placed for a product indicated as being unavailable).
The Buyer may then request a credit for the amount of the item or its refund.

Article 9 : Payment

Payment is due immediately at the end of the order, including pre-order products.
The Buyer can pay by credit card via the services of PayPal or SumUp.
Cards issued by banks outside of France must be international bank cards (Mastercard or Visa).

Secure online payment by credit card is made through our payment providers: PayPal and SumUp.
The bank information transmitted is encrypted properly and can not be read during transport on the network. They are not stored on suiseipark.com and they pass through the servers of our payment service providers PayPal and SumUp. These services use the SSL security standard.

Once the payment has been initiated by the Buyer, the transaction is immediately processed upon verification of the information. In accordance with the provisions of the French Monetary and Financial Code, the commitment to pay given by card is irrevocable.

By giving his or her bank details at the time of the order, the Buyer authorizes the Seller to debit his card of the amount corresponding to the price indicated.
The Customer confirms that he or she is the legal owner of the card to be debited and that he or she is legally entitled to use it.

In case of error, or inability to debit the card, the sale is immediately resolved by right and the order canceled.

Article 10 : Period of withdrawal

In accordance with Article L. 121-20 of the Consumer Code, "the consumer has a period of fourteen clear days to exercise his right of withdrawal without having to provide reasons or to pay penalties, except , where applicable, return costs".
"The period mentioned in the preceding paragraph starts from the receipt of the goods or the acceptance of the offer for the provision of services".

Withdrawal right can be exercised by contacting the Seller by sending a letter to the address indicated at the beginning of these terms of use or in the legal notice.

We inform the Buyers that in accordance with Article L. 121-20-2 of the Consumer Code, this withdrawal right can not be exercised for products bearing a personalized dedication.

In the event of exercise of the withdrawal right within the aforementioned period, only the price of the product(s) purchased and the shipping costs will be refunded, the cost of return will be payed by the Buyer.
Products return have to be made in their original condition and complete (packaging, accessories, instructions ...) so that they can be put up for sale again in mint condition. They must not have been used or damaged and must be in a perfect state of cleanliness. If possible, they must be accompanied by a copy of the proof of purchase.
The Seller will refund the Buyer within 14 days after return and verification of the products and if these are in perfect condition and in their original packaging. In case of deterioration of the products or their packaging, a discount of up to 80% of the purchase price may be applied depending on the damage.

In accordance with the legal provisions, you will find and can download the standard withdrawal form to send us to the address indicated at the beginning of these terms of use or in the legal notice, in .docx format by following this link.
Refund procedure: via PayPal or SumUp depending on the service used by the Buyer when paying for his or her order.

Article 11 : Warranty

In accordance with legal provisions about compliance and hidden defects, the Seller will refund or exchange defective products or those that do not correspond to the order. The refund can be requested as follows :

Send a message via the contact form which can be accessed from the menu bar at the top of the site specifying:

- the nature of the request in the title
- in the message, the name of the account used on the site
- the order identification number
- the impacted product
- a description of the defect

An an exchange or a refund will be offered, depending on the situation.
To proceed with the exchange or the refund, the Buyer must return the product to the address of the seller indicated at the beginning of the terms of use or in the legal notice, then the Seller will proceed with the shipping of the new product or refund (return shipping costs included).

The Seller reminds that the Buyer :

- has a period of 2 years from the delivery of the product to contact the Seller
- can choose between replacement and repair of the good subject to the conditions provided for in the above-mentioned provisions
- is exempt from providing proof of the defect in the 6 months following delivery
- that, excluding second-hand goods, this delay will be extended to 24 months after 18th March 2016.
- Can prevail of the warranty against latent defect according to article 1641 of the Civil Code and, should this situation occur, can choose between finding an agreement with the Seller or request a discount (Article 1644 of the Civil Code)

Article 12 : Buyer complaint

In the event of a complaint, the Buyer can contact directly the Seller by email at the address indicated at the beginning of these terms and conditions.

Article 13 : Intellectual property

The brands, domain names, products, software, images, videos, texts, or all expression that could be submitted to intellectual property are the sole property of the Seller.
The Buyer understands that the copyright to the Products are retained by the original artist, the Seller, and that the transaction is not a sale or licence to the Copyright to the Buyer.
Buyer agrees not to reproduce or copy the Product, or part of the Product.

Article 14 : Force majeure

In case of Force majeure or unforseen event, the Seller is released of all obligation determined by the present terms and conditions.
Shall such a situation arise, The Seller will advise the Buyer as soon as possible, by email or by posting a red message on the home page of the online shop.

Article 15 : Cancellation or changes to the contract

If a stipulation of the present contract was to be cancelled, the other stipulations would still be effective.
To be valid, every modification to the present contract must be confirmed by a signed agreement between the Buyer and the Seller.

Article 16 : Personal data protection

Only the email address, delivery adress and telephone number of the Buyer are collected, in order to grant complete access to the services provided by the Seller as well as ensure the delivery of the Products.
The payment is made through PayPal or SumUp, no card data is stocked on the Seller's website.

According to the "Loi informatique et liberté" (information, technology, data files and civil liberty) of 6 January 1978, the Buyer is allowed to rectify, complete, update, block or delete personal data relating to them.
By agreeing to this terms and conditions, the Buyer therefore agrees that the Seller use is personal data in order to complete the present contract.

Upon registration of your email address on suiseipark.com, the Buyer will receive the suiseipark.com newsletter.
The Buyer may unsubscribe at any time by unticking the "Newsletter" option in his or her profile information.

Article 17 : Governing law

This document and the sales of all Products shall be governed by and constructed in accordance with the French legislation.
Whenever there is a conflict of laws, the substantive laws of France shall prevail.

Credits

The present terms and conditions have been translated after a model by https://www.donneespersonnelles.fr/.