

GENERAL TERMS AND CONDITIONS OF SALE

Last Updated Date: 11/27/2025 (the 27th day of the month of November, 2025)

Article 1 – LEGAL NOTICE

The present website, accessible at the URL www.provenceevermore.com (the "Website"), is published by:

Mr Armel BRUCELLE, residing at Chemin Dei Neisi, RD 72 - 83550 Vidauban, of French nationality, born on 10/09/1948,

(Hereinafter referred to as the "**Operator**").

The Operator's individual VAT number is: **VAT not applicable, pursuant to Article 293 B of the French General Tax Code (CGI).**

The Website is hosted by the company Wix Online Platform Limited, located at 1 Grant's Row, Dublin 2 D02HX96, Ireland, telephone: +1 415-639-9034

The Director of the publication of the Website is **Mr Armel BRUCELLE**.

The Operator can be reached at the following telephone number: **+33 660-813-820** and at the following email address: provenceevermoreoffice@gmail.com.

Article 2 – GENERAL PROVISIONS RELATING TO THESE GENERAL TERMS

The General Terms and Conditions of Sale (the "**General Terms and Conditions of Sale**", or the "**GTCs**") are exclusively applicable to the online sale of products offered by the Operator on the Website. The GTCs are made available to customers on the Website where they can be directly consulted and can also be provided to them upon simple request by any means. The GTCs are binding on the Customer, who acknowledges, by ticking a box or clicking on the button provided for this purpose, having read and accepted them before placing an order. The confirmation of the order validates the buyer's adherence to the GTCs in force on the day of the order, the conservation and reproduction of which are ensured by the Operator.

Article 3 – DESCRIPTION OF THE PRODUCTS

The Website is an online sales site for **illustrated books and high-end works on the heritage and art of living in Provence** (hereinafter the "Product(s)") open to any individual or legal entity using the Website (the "Customer").

Each Product presented on the Website is accompanied by a description (drawn up by the supplier or accessible on the manufacturer's website via a link on the Website) mentioning its essential characteristics. The photographs illustrating the products, if any, do not constitute a contractual document. The user manual for the Product, if it is an essential element, is shown on the Website or is sent at the latest upon delivery. The Products comply with the requirements of French law in force.

The Customer remains responsible for the methods and consequences of their access to the Website, particularly via the Internet. This access may involve the payment of fees to technical service providers such as Internet service providers, which remain the responsibility of the Customer. Furthermore, the Customer must provide and be entirely responsible for the equipment necessary to connect to the Website.

The Customer acknowledges having verified that the computer configuration they use is secure and in working order.

Article 4 – ORDERS

The Operator strives to ensure optimal availability of its Products. Product offers are valid within the limits of available stocks.

If, despite the Operator's best efforts, a Product becomes unavailable after the Customer's order, the Operator will inform the Customer by email as soon as possible, and the Customer will have the choice between:

- the delivery of a Product of equivalent quality and price to the one initially ordered, or
- the refund of the price of the Product ordered no later than thirty (30) days from the payment of the amounts already paid.

It is agreed that, apart from the refund of the price of the unavailable Product, if this option is requested by the Customer, the Operator is not liable for any cancellation compensation, unless the non-performance of the contract is personally attributable to them.

Except for any contrary mention in these General Terms and without prejudice to the right of withdrawal provided for by applicable law, the Customer's orders are firm and definitive.

When placing an order, the Customer must select the chosen Products, add them to their cart by indicating the selected Products and the desired quantities. The Customer has the possibility to check the details of their order and its total price, and to return to the previous pages to potentially correct the content of their cart, before validating it.

The Customer undertakes to read the General Terms and Conditions of Sale then in force before accepting them and confirming the terms and conditions and any delivery and withdrawal costs prior to the payment of their order. The confirmation of the order implies acceptance of the GTCs and forms the contract.

A copy of these General Terms, as accepted by the Customer, will be sent to the Customer by e-mail at the time of confirmation of their Order so that the latter can refer to it. Contractual information relating to the order (including the order number) will be confirmed by e-mail in due time and at the latest at the time of delivery. The Operator strongly advises the Customer to print and/or archive this order confirmation on a reliable and durable medium as proof. A digital invoice is made available to the Customer in the "my account" area. The Operator also advises the Customer to print and/or archive this invoice on a reliable and durable medium as proof.

Any email addressed to the Customer within the framework of an order will be sent to the email address that the Customer uses to identify themselves in their customer space.

The Operator reserves the right not to validate the Customer's order for any legitimate reason, particularly in the event that:

- The Customer does not comply with the General Terms in force when placing their order;
- The Customer's order history shows that amounts remain due under previous orders;
- One of the Customer's previous orders is the subject of a dispute currently being processed;
- The Customer has not responded to a request for confirmation of their order sent by the Operator.

The Operator archives sales contracts for Products in accordance with applicable legislation. By submitting a request to the following address: provenceevermoreoffice@gmail.com, the Operator will provide the Customer with a copy of the contract subject of the request.

Any modification of an order by the Customer after confirmation of their order is subject to the Operator's agreement.

The information communicated by the Customer when placing the order (in particular name and delivery address) is binding on them. Thus, the Operator's liability cannot be sought in any way in the event that an error when placing the order prevents or delays delivery/handover.

The Customer declares that they have full legal capacity to commit under these General Terms.

Registration is open to capable adults and minors, provided that the latter act under the supervision of the parent or guardian holding parental authority. Under no circumstances is registration authorized on behalf of third parties unless validly authorized to represent them (legal entity, for example). Registration is strictly personal to each Customer.

In the event of a breach by the Customer of any of the provisions herein, the Operator reserves the right to terminate the said Customer's account without notice.

Article 6 – PAYMENT METHODS AND SECURITY

The Customer expressly acknowledges that any order placed on the Website is an order with an obligation to pay, which requires the payment of a price in exchange for the supply of the Product ordered.

In all cases, the Operator reserves the right to check the validity of the payment, before shipping the order, by all necessary means.

The Operator uses the online payment solution **Stripe** (for securing transactions by credit card and other payment methods).

Orders can be paid for using the following payment method:

Payment by bank card. Payment is made directly on the secure banking servers of the Operator's bank; the Customer's bank details are not transmitted on the Website. The bank details communicated during payment are protected by an SSL (Secure Socket Layer) encryption process. In this way, these details are not accessible to third parties.

The Customer's order is recorded and validated upon acceptance of payment by the bank.

The Customer's account will be debited with the corresponding amount only when (i) the data of the bank card used have been verified and (ii) the debit has been accepted by the bank that issued the bank card.

The impossibility of debiting the sums due will result in the immediate cancellation of the sale.

The bank card may be refused if it has expired, if it has reached the maximum spending amount to which the Customer is entitled, or if the data entered is incorrect.

If applicable, the order validated by the Customer will only be considered effective when the secure bank payment center has given its agreement to the transaction.

As part of the control procedures, the Operator may have to ask the Customer for all the necessary documents to finalize their order. These documents will not be used for any other purpose.

Article 7 – PAYMENT OF THE PRICE

The price of the **products** in force at the time of the order is indicated in euros all taxes included (TTC) excluding delivery and transport costs. In the event of a promotion, the Operator undertakes to apply the promotional price to any order placed during the period of the advertisement made for the promotion.

The price is payable exclusively in euros (€). The price is due in full after confirmation of the order. The prices offered include any discounts and rebates that the Operator may grant.

If delivery or transport costs apply, they will be added to the price of the Products and indicated separately before the Customer validates the order. The total amount due by the Customer and its breakdown are indicated on the order confirmation page.

Article 8 – FORMATION OF THE CONTRACT

The contract between the Operator and the Customer is formed at the moment the Customer sends the confirmation of their order.

The Customer's attention is particularly drawn to the method of acceptance of the order placed on the Website. When the Customer places their order, they must confirm it using the **"double-click"** technique, meaning that after having selected Products added to the cart, the Customer must check and possibly correct the content of their cart (identification, quantity of selected products, price, delivery terms and costs) before validating it by clicking on "I validate my delivery", then they acknowledge accepting these GTCs before clicking on the "I pay"

button, finally they validate their order after having filled in their bank details. The "**double click**" constitutes an electronic signature and is equivalent to a handwritten signature. It constitutes an irrevocable and unreserved acceptance of the order by the Customer.

The archiving of communications, purchase orders, and invoices is ensured by the Operator on a reliable and durable medium so as to constitute a faithful and durable copy. These communications, purchase orders, and invoices can be produced as proof of the contract. Unless proven otherwise, the data recorded by the Operator on the Internet or by telephone constitute proof of all transactions between the Operator and its Customers.

The order may be terminated by the Customer by registered letter with acknowledgment of receipt or by a writing on another durable medium in case of:

- delivery of a Product that does not conform to the declared characteristics of the Product;
- delivery exceeding the deadline set in the purchase order or, in the absence of such a date, within thirty (30) days following the conclusion of the contract, after the Operator has been formally requested, according to the same terms and without result, to make the delivery within an additional reasonable period;
- price increase that is not justified by a technical modification of the product imposed by public authorities.

In all these cases, the Customer may demand reimbursement of the deposit paid, plus interest calculated at the legal rate from the date the deposit was collected.

The order may be terminated by the Operator in case of:

- refusal of the buyer to take delivery;
- non-payment of the price (or the balance of the price) at the time of delivery.

Article 9 – RETENTION OF TITLE

The Operator remains the exclusive owner of the Products ordered on the Website until full collection of the price, including any shipping costs.

Article 10 – SHIPPING AND DELIVERY

Online sales offers presented on the site are reserved for consumers residing in France or, where applicable, in a country member of the European Union, and for deliveries in these same geographical areas.

Delivery means the transfer to the Customer of physical possession or control of the Product.

The Operator offers different delivery or handover methods depending on the nature of the product: by the national postal service La Poste (Colissimo or Lettre Suivie) for shipments in Metropolitan France, and by specialized carriers for international deliveries.

The shipping costs are those specified during the finalization of the order and are accepted by the validation of the order.

The Operator undertakes, in accordance with the delivery deadline indicated on the Website for each of the Products, to deliver the Products within a maximum period of thirty (30) days after receipt of the order.

Delivery times are announced in working days on the Website when ordering. These times include the preparation and shipping of the order as well as the time frame provided by the carrier.

The Operator undertakes to ship the Products in accordance with the deadlines announced on each Product sheet and at the cart level, provided that the payment for the order has not been previously refused.

However, if one or more Products cannot be delivered within the initially announced time, the Operator will send an email indicating the new delivery date to the Customer.

The Products will be delivered to the address indicated by the Customer when placing their order. It is therefore the Customer's responsibility to verify that this address does not contain any error. The Operator's liability cannot be engaged if the address communicated by the Customer is erroneous, thereby preventing or delaying delivery.

Upon delivery, a receipt slip may be requested to be signed.

No delivery will be made to a post office box. Upon delivery, it is the Customer's responsibility to check that the delivered Products comply with their order and that the package is sealed and undamaged. If this is not the case, the Customer must imperatively indicate it on the delivery slip. No claim regarding the quantity or condition of the Product will be accepted if the claim has not been noted on the delivery slip.

Article 11 – RIGHT OF WITHDRAWAL

Absence of Right of Withdrawal

Given that all Products ordered on the Website are **personalized and dedicated by the authors** at the express request of the Customer (including the choice of whether or not to include a first name), they constitute goods made according to the consumer's specifications or **clearly personalized**.

Consequently, in accordance with **Article L221-28, 3° of the Consumer Code**, the Customer **does not have** the fourteen (14) day right of withdrawal for these orders.

11.1 One of the exceptions (in bold below) stipulated by Article L.221-28 of the Consumer Code applies and therefore prevents the exercise of the right of withdrawal, notably if the order consists of a contract for:

- supply of services fully performed before the end of the withdrawal period and whose performance began after prior express agreement of the consumer and express waiver of his right of withdrawal;
- supply of goods or services whose price depends on fluctuations in the financial market beyond the professional's control and likely to occur during the withdrawal period;
- **supply of goods made according to the consumer's specifications or clearly personalized;**
- supply of goods likely to deteriorate or expire rapidly;
- supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;
- supply of goods which, after being delivered and by their nature, are inseparably mixed with other articles;
- supply of alcoholic beverages whose delivery is deferred beyond thirty (30) days and whose value agreed upon at the conclusion of the contract depends on fluctuations in the market beyond the professional's control;
- maintenance or repair work to be carried out urgently at the consumer's home and expressly requested by him, within the limit of spare parts and work strictly necessary to meet the emergency;
- supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery;
- supply of a newspaper, a periodical, or a magazine, except for subscription contracts to these publications;
- concluded at a public auction;
- provision of accommodation services, other than residential accommodation, transport services for goods, car rental, catering, or leisure activities which must be provided on a specified date or period;
- supply of digital content not provided on a tangible medium whose performance has begun after prior express agreement of the consumer and express waiver of his right of withdrawal.

By accepting these General Terms and Conditions of Sale, the Customer expressly acknowledges having been informed of the withdrawal terms and that the right of withdrawal is not applicable for the reasons described in paragraph 11.1, above.

Article 12 – CUSTOMER SERVICE

The Customer can contact the Operator:

- at the following number: **+33 660-813- 820** during the following opening days and hours: Monday to Friday from 9:00 a.m. to 6:00 p.m. CET.
- by email by writing to provenceevermoreoffice@gmail.com indicating their name, telephone number, the subject of their request, and the number of the order concerned.

Article 13 – INTELLECTUAL PROPERTY AND SITE USE LICENSE

The Operator is the sole owner of all elements present on the Website, including but not limited to, all texts, files, animated or static images, photographs, videos, logos, designs, models, software, trademarks, visual identity, databases, Website structure, and all other intellectual property elements and other data or information (hereinafter, the "**Elements**") which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the Elements of the Website may be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, disseminated, represented, stored, used, rented or exploited in any other way, free of charge or for a fee, in whole or in part, by a Customer or by a third party, whatever the means and/or supports used, whether known or unknown to date, without the prior express written authorization of the Operator on a case-by-case basis, and the Customer is solely responsible for any unauthorized use and/or exploitation.

Furthermore, it is specified that the Operator does not own the content posted online by Customers, for which they remain fully responsible and guarantee the Company against any recourse in this regard. Customers grant the Operator a non-exclusive, transferable, sublicensable, free, and worldwide license for the use of the intellectual property content they publish on the Website, for the entire duration of the protection of this content.

The Operator reserves the possibility of taking all legal actions against persons who have not complied with the prohibitions contained in this article.

ARTICLE 14 – LIABILITY AND WARRANTY

The Operator cannot be held liable for the non-performance of the contract due to the Customer, or due to an event qualified as **force majeure** by the competent courts, or due to the unforeseeable and insurmountable act of any third party to these presents.

The Customer acknowledges that the characteristics and constraints of the Internet do not allow the security, availability, and integrity of data transmissions over the Internet to be guaranteed. Thus, the Operator does not guarantee that the Website and its services will function without interruption or operating error. In particular, their operation may be momentarily interrupted for reasons of maintenance, updates, or technical improvements, or to modify their content and/or presentation.

The Operator cannot be held liable for the use that would be made of the Website and its services by Customers in violation of these General Terms and for the direct or indirect damage that this use could cause to a Customer or a third party. In particular, the Operator cannot be held liable for false statements made by a Customer and their behavior towards third parties. In the event that the Operator's liability is sought due to such behavior by one of its Customers, the latter undertakes to guarantee the Operator against any judgment pronounced against it, as well as to reimburse the Operator for all costs, including legal fees, incurred for its defense.

Independently of any additional contractual warranty (commercial warranty) that may be granted, the Products benefit from the **legal guarantee of conformity** provided for in Articles L. 217-4 et seq. of the Consumer Code (notably L. 217-4 to L. 217-14 of the Consumer Code), and the **warranty against hidden defects** provided for in Articles 1641 to 1649 of the Civil Code.

When acting within the framework of the legal guarantee of conformity:

- you benefit from a period of **two (2) years** from the delivery of the good to take action;
- you can choose between the repair or the replacement of the good, subject to the cost conditions provided for in Article L. 217-9 of the Consumer Code;
- you are exempted from providing proof of the existence of the lack of conformity of the good during the **twenty-four (24) months** following the delivery of the good (except for second-hand goods).

You can decide to implement the warranty against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, you can choose between the cancellation of the sale or a reduction in the selling price in accordance with Article 1644 of the Civil Code.

Reproduction of Articles L. 217-4, L. 217-5, L. 217-7, L. 217-9 and L. 217-12 of the Consumer Code, Article 1641, 1644 and the first paragraph of Article 1648 of the Civil Code, as in force on the date of these General Terms and Conditions of Sale:

Art. L.217-4 of the Consumer Code: "The seller delivers goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. The seller is also liable for lack of conformity resulting from the packaging, the assembly instructions or the installation when the latter was made its responsibility by the contract or was carried out under its responsibility."

Art. L.217-5 of the Consumer Code: "The good is in conformity with the contract: 1° If it is suitable for the use usually expected of a similar good and, where applicable:

- if it corresponds to the description given by the seller and possesses the qualities that the seller presented to the buyer in the form of a sample or model;
- if it presents the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or their representative, notably in advertising or labelling; 2° Or if it presents the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted."

Art. L.217-7 of the Consumer Code: "Defects of conformity that appear within twenty-four months from the delivery of the good are presumed to exist at the time of delivery, unless proven otherwise. For second-hand goods, this period is set at six months. The seller may rebut this presumption if it is not compatible with the nature of the good or the lack of conformity invoked."

Art. L.217-9 of the Consumer Code: "In the event of a lack of conformity, the buyer chooses between repair and replacement of the good. However, the seller may not proceed according to the buyer's choice if this choice entails a cost that is manifestly disproportionate to the other modality, considering the value of the good or the importance of the defect. The seller is then required to proceed, unless impossible, according to the modality not chosen by the buyer."

Art. L.217-12 of the Consumer Code: "The action resulting from the lack of conformity is time-barred after two years from the delivery of the goods."

Art. 1641 of the Civil Code: "The seller is bound by the warranty against hidden defects of the sold item which render it unfit for the use for which it was intended, or which diminish this use so much that the buyer would not have acquired it, or would only have given a lower price, had they known of them."

Art. 1644 of the Civil Code: "In the case of Articles 1641 and 1643, the buyer has the choice of returning the item and being reimbursed the price, or keeping the item and having a part of the price reimbursed."

Art. 1648 paragraph 1 of the Civil Code: "The action resulting from redhibitory defects must be brought by the buyer within two years from the discovery of the defect."

It is recalled that the search for amicable solutions prior to any eventual legal action does not interrupt the time limits for legal warranty claims or the duration of any eventual contractual warranty.

ARTICLE 17 – PERSONAL DATA

For more information concerning the use of personal data by the Operator, please read the Privacy Policy (the "**Policy**") carefully. You can consult this Policy on the Website at any time.

Article 18 – HYPERLINKS

The hyperlinks available on the Website may refer to third-party sites not published by the Operator. They are provided solely for the convenience of the Customer, to facilitate the use of resources available on the Internet. If the Customer uses these links, they will leave the Website and will then agree to use the third-party sites at their own risk or, where applicable, in accordance with the conditions governing them.

The Customer acknowledges that the Operator neither controls nor contributes in any way to the elaboration of the conditions of use and/or the content applicable to or appearing on these third-party sites.

Consequently, the Operator cannot be held liable in any way whatsoever due to these hyperlinks.

Furthermore, the Customer acknowledges that the Operator cannot endorse, guarantee, or take responsibility for all or part of the conditions of use and/or the content of these third-party sites.

The Website may also contain promotional hyperlinks and/or advertising banners referring to third-party sites not published by the Operator.

The Operator invites the Customer to notify them of any hyperlink present on the Website that would allow access to a third-party site offering content contrary to laws and/or public morality.

The Customer may not use and/or insert a hyperlink pointing to the Website without the prior written agreement of the Operator on a case-by-case basis.

ARTICLE 19 – GENERAL PROVISIONS

ENTIRE AGREEMENT BETWEEN THE PARTIES

These General Terms constitute a contract governing the relations between the Customer and the Operator. They constitute the entirety of the rights and obligations of the Company and the Operator relating to their subject matter. If one or more stipulations of these General Terms were declared void pursuant to a law, a regulation, or following a definitive decision of a competent jurisdiction, the other stipulations will retain all their force and scope. Furthermore, the fact that one of the parties to these General Terms does not rely on a breach by the other party of any of the provisions of these General Terms cannot be interpreted as a waiver on its part to rely on such a breach in the future.

MODIFICATIONS OF THE CONDITIONS

The Operator reserves the right to modify the content of the Website or the services available there at any time and without notice, and/or to temporarily or permanently cease operating all or part of the Website.

Furthermore, the Operator reserves the right to modify the location of the Website on the Internet, as well as these General Terms, at any time and without notice. The Customer is therefore required to refer to these General Terms before any use of the Website.

The Customer acknowledges that the Operator cannot be held liable in any way whatsoever towards them or any third party due to these modifications, suspensions, or cessations.

The Operator advises the Customer to save and/or print these General Terms for safe and durable conservation, and thus be able to invoke them at any time during the performance of the contract if necessary.

COMPLAINT - MEDIATION

In the event of a dispute, you must first contact the company's customer service at the following coordinates, by **email to the address: provenceevermoreoffice@gmail.com**

In case of failure of the complaint request to customer service or in the absence of a response from this service within ten (10) days, the Customer may submit the dispute relating to the purchase order or to these GTCs opposing them to the Operator to the following mediator:

CNPM Médiation Consommation

Postal Address: 27, avenue de la Libération, 42400 Saint-Chamond, France

Website: <https://www.cnpm-mediation-consommation.eu/>

The mediator attempts, independently and impartially, to bring the parties together with a view to reaching an amicable solution. The parties remain free to accept or refuse recourse to mediation as well as, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

APPLICABLE LAW

These General Terms are governed, interpreted, and applied in accordance with **French law**.

ACCEPTANCE OF THE GENERAL TERMS BY THE CUSTOMER

The Customer acknowledges having read these General Terms carefully.

By registering on the Website, the Customer confirms having taken note of the General Terms and accepting them, thereby becoming contractually bound by the terms of these General Terms.

The General Terms applicable to the Customer are those available on the date of the order, a dated copy of which can be provided upon request to the Customer. It is therefore specified that any modification of the General Terms made by the Operator will not apply to any order placed previously, unless there is express agreement from the Customer who originated a given order.