

## GENERAL TERMS AND CONDITIONS OF SALES

EBB SAS, simplified joint-stock company, registered in Bobigny, France, under number B 903 766 830, whose office is located at 147, rue de Rosny, 93100 Montreuil, France (hereinafter “EBB” or “Company”) operates the website [www.xp.ebb.global](http://www.xp.ebb.global)

You declare that you have read, understood and accepted the Terms.

You expressly acknowledge that you are bound by the Terms and are legally capable of giving your consent.

It is specified that EBB is free to modify these Terms at any time, in order to take into account, any legal, editorial, functional or technical evolution etc.

1. These terms and conditions of sale apply to all orders placed by consumers on the website [https://xp.ebb.global/steps/BELOUFA\\_2024/price\\_list\\_basel.php](https://xp.ebb.global/steps/BELOUFA_2024/price_list_basel.php)
2. Before sending your order, you acknowledge that you have read these terms and conditions of sale and that you have been provided with all the information listed in article L.221-5 of the French Consumer Code in a legible and comprehensible manner. Confirmation of your order implies unreserved acceptance of these terms and conditions of Sale.
3. Your order is for private use only and is not for resale.
4. The main characteristics and prices of our products are shown on the detailed product describing pages in the online shop. You acknowledge and accept that the image of the artwork displayed may not accurately reflect the artwork offered for sale.
5. You can confirm your order by clicking on the 'Confirm Order' or 'Proceed with payment' button. Your order will then become final and a sales contract will be concluded. You will then receive confirmation of your order by email.
6. Artworks will be invoiced on the basis of the prices quoted in the offer at the time the order is placed. The prices quoted are final prices and include all taxes at the applicable rate. The artworks shall remain our property until the purchase price has been paid in full. However, the risk shall pass when the artworks are physically delivered to you or to a third party designated by you.
7. The prices of artworks displayed on [https://xp.ebb.global/steps/BELOUFA\\_2024/price\\_list\\_basel.php](https://xp.ebb.global/steps/BELOUFA_2024/price_list_basel.php) do not include delivery costs.
8. We offer three options for the collection or delivery of purchased artworks.
9. By selecting any of these options, the buyer acknowledges and accepts responsibility for the item once it is collected or shipped :

- **Pickup at Kunsthalle Basel:** Artworks can be collected directly from Kunsthalle Basel starting January 27, 2025. Please ensure to bring proof of purchase and a valid ID.
  - **Pickup at Neil Beloufa's Studio in Paris:** For buyers in Paris, artworks will be available for pickup at Neil Beloufa's studio starting February 17, 2025. Please contact us at [compta@ebb.global](mailto:compta@ebb.global) in advance to schedule a collection time and bring proof of purchase and a valid ID.
  - **Delivery by Mail** starting February 17, 2025: We offer shipping to most destinations worldwide.
10. We will deliver the goods within the time specified in the summary of your order. If we are prevented from delivering due to force majeure or a fortuitous event, the delivery period will be extended by the duration of the impediment.
  11. Shipping costs, including any applicable duties or taxes, are at the buyer's expense and will vary based on the delivery location. Buyers will be provided with a detailed shipping estimate before finalizing the order.
  12. After delivery or picking, you must immediately check that it is complete and that the artworks are undamaged. Any complaints must be addressed to the transport company without delay. You must also ensure that the artwork delivered matches to your order. If the artwork does not match the order, you must inform our customer service department by email : [compta@ebb.global](mailto:compta@ebb.global).
  13. The purchase of artworks and acceptance of these Terms implies express agreement to the Stripe Connected Account Agreement, which includes the Terms of Service offered by Stripe (Stripe Services Agreements), subject to modification at Stripe's initiative.
  14. Transactions are entirely under the control of Stripe's payment system, which ensures their security. Stripe is a PCI Level 1 Service Provider certified payment service. The data used by Stripe to process the payment is encrypted using the security protocol (TLS or equivalent) to prevent detection, interception or use of this data by third parties. For more information on Stripe's security system: <https://stripe.com/docs/security>. This data is not stored on the Company's information systems or on the device.
  15. In the event of erroneous data or the impossibility of verifying the card to be debited, the purchase will be automatically cancelled and the sale will not be completed.
  16. You have the right to withdraw from this contract without giving any reason within a period of fourteen (14) days. The withdrawal period expires fourteen (14) days after the day on which you, or a third party other than the carrier and designated by you, takes physical possession of the artworks.

17. In order to exercise the right of withdrawal, you must notify us at the email address [compta@ebb.global](mailto:compta@ebb.global) of your decision to withdraw from this contract in a clear statement or by filing and sending the form below :

*I/We (\*) hereby give notice of my/our (\*) withdrawal from the contract for the sale of the following artwork (\*)/ below*

- Ordered on (\*)/received on (\*)

- Name of consumer(s)

- Address of consumer(s)

*(\*) Delete as appropriate*

*I certify that I have been informed (i) of my right to cancel the contract for the sale of the artwork identified above within fourteen (14) calendar days of receipt of the said artwork by myself or by a third party designated by me, other than the carrier, (ii) only if the artwork concerned are returned to French territory using the returns label, EBB will bear the return costs, otherwise the return costs will be at my expense, (iii) that the artworks must be returned intact, unused and in their original packaging.*

*Date:*

*Signature(s) of consumer(s):*

18. To comply with the withdrawal period:

(i) you must send us your declaration of withdrawal before the expiry of the said period;

(ii) the products must not have been damaged;

(iii) the products must be returned intact and unused in their original packaging.

19. All the artworks benefit from the legal guarantee provided by articles 1641 et seq. of the French Civil Code (guarantee against hidden defects) and articles L.217-1 to L.217-14 and L.411-1 to L.411-2 of the French Consumer Code (legal guarantee of conformity).

20. Under the legal guarantee of conformity :

-You have a period of two (2) years from the date of delivery of the artworks in which to take action ;

-You are exempt from having to prove the existence of the lack of conformity during the twenty-four (24) months following the delivery of the support.

21. Legal guarantee of conformity applies independently of any commercial guarantee that may have been granted.
22. You may decide to benefit from the guarantee against hidden defects in the artwork sold within the meaning of article 1641 of the French Civil Code. In this case, you will only be entitled to rescission of the sale and reimbursement of the price of the artwork.
23. In accordance with Article L. 217-15 of the French Consumer Code, the provisions applicable to legal guarantees are reproduced in full below:

Article L.217-4 of the French Consumer Code:

*The seller shall deliver goods in conformity with the contract and shall be liable for any lack of conformity existing at the time of delivery. He shall also be liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when the latter was his responsibility under the contract or was carried out under his responsibility.'*

Article L.217-5 of the French Consumer Code:

*The goods conform to the contract:*

*1 - If it is fit for the purpose usually expected of similar goods and, where applicable:*

*a) if it corresponds to the description given by the seller and has the qualities that the seller presented to the buyer in the form of a sample or model;*

*b) whether it has the qualities that a buyer may legitimately expect in the light of public statements made by the seller, the producer or his representative, in particular in advertising or on labelling;*

*2 - Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter.'*

Article L.217-12: *Any action resulting from a lack of conformity must be brought within two years of delivery of the goods.*

*'Article 1641 of the French Civil Code: The seller is liable for any hidden defects in the item sold that render it unfit for its intended use, or that impair that use to such an extent that the buyer would not have purchased it, or would only have paid a lower price for it, had he been aware of them.*

Article 1648 of the Civil Code, first paragraph: *The action resulting from redhibitory defects must be brought by the Buyer within two years of the discovery of the defect.*'

In accordance with article L. 612-1 of the French Consumer Code, *'All consumers have the right to have recourse free of charge to a consumer mediator with a view to amicably resolving the dispute between them and a professional.'*

23. In the event of difficulties, please contact us at [compta@ebb.global](mailto:compta@ebb.global) If your problem remains unresolved, you may have recourse to the services of a mediator within one (1) year of receipt of your request, with a view to settling the dispute out of court. To this end, you may contact the following mediation services:

a) FEVAD's e-commerce mediator at the following address

[www.mediateurfevad.fr/index.php/espace-consommateur/](http://www.mediateurfevad.fr/index.php/espace-consommateur/)

b) European Commission website for online dispute resolution:

<http://ec.europa.eu/consumers/odr/>

24. In the event of a dispute, the parties will use their best endeavours to resolve the dispute amicably under the conditions set out under point 23. If the dispute cannot be resolved amicably, it will be submitted to the exclusive jurisdiction of the courts of the Paris Court of Appeal.