

Conditions for sellers

Artalistic is an online sales site where you can sell your artworks to buyers. At Artalistic, we place great importance on the safety and reliability of our website, for both buyers and sellers. That is why we have established clear rules regarding sales on our platform, which we call "Conditions for sellers".

By accepting our Conditions for sellers, you accept the rights and obligations associated with each Sales Contract that you conclude directly with buyers. These terms are an integral part of the Sales Contract and are binding on you and your contracting party. They replace any incompatible conditions of the Sales Contract.

Please refer to our Conditions for buyers to learn about the rights and obligations of buyers.

Capitalized terms not defined herein have the meaning ascribed to them in our Terms of Use.

1. Personal account

To sell an artwork on the website, you must create a personal account. This will also allow you to enjoy the different features of the website (for example, receive our newsletter, etc.). Professional and artist accounts are verified and must be accepted by Artalistic.

For the creation of your Personal Account, your personal data necessary for the formalization of the order will be requested. Every seller must imperatively accept the General Conditions without restriction or reservation. This acceptance is formalized by checking a box provided for this purpose on the Sales Form.

You can use the Individual Sales Form, Professional Sales Form or Artist Sales Form, depending on your status and choose a subscription, if it is available for your status.

- **Individual:** An individual seller is a natural person or a company who wishes to sell an artwork that he/she owns, having acquired it previously for his/her own use or collection. The individual seller must be able to provide documents attesting to the authenticity and provenance of the artwork. It is also recommended to provide a purchase invoice. Unlike a professional art dealer, the individual seller does not make sales in the course of his/her usual professional activity.
- **Professional:** A professional seller is a natural person or a company who sells artworks in the course of his/her usual professional activity. Professional sellers can operate in different types of establishments, such as art galleries, art dealerships or auction houses. Their art sales activity is often regulated and subject to legal obligations, particularly with regard to the provenance and authenticity of the artworks. Professional sellers can also be experts in their field, able to identify and evaluate artworks and advise clients on their collection. Unlike individual sellers, professional sellers have regular and frequent activity in the field of art sales.

- Artist: An artist is a natural person who creates or produces an artwork, such as a painting, sculpture, photography, etc.

You will finally be asked whether or not you wish to receive our newsletters at the email address you have provided us. This acceptance is formalized by checking a box provided for this purpose. You can modify the information provided at any time by accessing the Personal Account section of the website. You are solely responsible for the information provided and Artalistic cannot be held responsible in the event that a third party accesses the website using your email address and password. You are required to notify us of the loss, theft or fraudulent use of your Personal Account information by sending an email to contact@artalistic.com.

2. Selling Artwork on the Web

The Seller acknowledges and agrees that all Artwork for sale on the Web must correspond to the categories described in clause 7 of the terms of use. The Seller undertakes to respect these categories and only sell works that correspond to them. Additionally, the Seller acknowledges that the conditions for publishing Artwork are also defined in said clause 7, and they undertake to scrupulously adhere to them.

Furthermore, the Seller understands that to ensure the quality of Artwork presented on the Web, all Artwork publications must be validated by Artalistic before they are made public. The Seller accepts that this validation may take some time, and the platform reserves the right to refuse any Artwork publication that does not meet its quality criteria.

Publication of Artwork will be done free of charge after validation. The Seller cannot demand financial compensation for the publication of their Artwork on the platform.

Before publishing or selling Artwork on Artalistic, please make sure you have read the following:

- If there is a customer interested in your Artwork, you enter into a sales contract with the Buyer for the Purchase Price. It is important to note that Artalistic is not a party to the sales contract concluded between you and the Buyer and will therefore not be responsible for the arrangements made under this Contract (such as delivery terms), nor required to provide post-contractual information.
- The Web does not indicate the availability of Artwork in real-time. All purchases or offers are subject to availability.
- It is the responsibility of the Buyer to pay shipping costs and any additional import fees, such as VAT or import taxes. It is also the Buyer's responsibility to check for specific laws or restrictions related to the import of an object into their country. Artalistic disclaims any responsibility for these specific laws or restrictions.

- Artalistic may ask Sellers to provide additional identification information to comply with applicable laws. You must comply with this request and understand that refusal may result in Artalistic being unable to provide the requested service.
- The Seller can be an individual ("Private Seller"), a professional ("Professional Seller"), or an artist ("Artist Seller"). The status of each will be indicated on the Web.

3. Sales process

The different steps to follow if you want to sell an artwork are as follows:

First step: Registration and Mandate

To register, you must provide us with your personal information and the information regarding the artwork you wish to sell (characteristics, price, and photos). To do so, you must create a Personal Account via the Private Seller Form, Professional Seller Form, or Artist Form, depending on your status.

As part of our intermediary services (since we are never a party to the sales contract), we will ask you to give us a mandate to:

- a) conclude a sales contract on your behalf and for your account;
- b) issue an invoice on your behalf and for your account;
- c) receive the sums paid by the Buyer for the purchase of the artwork, on your behalf and for your account.

This mandate is formalized by ticking a box provided for this purpose on the Sales Form.

You will also be asked whether or not you wish to receive our newsletter at the email address you have provided. This acceptance is formalized by ticking a box provided for this purpose on the Sales Form.

You undertake to regularly check your emails and respond to those sent by Artalistic and/or the Buyer within the given deadlines. In the event of absence or unavailability for more than 2 business days, you must temporarily suspend the listing of the artwork by logging into your Personal Account.

You can modify the provided information at any time via the Personal Account section of the Web. You are solely responsible for the information provided, and Artalistic cannot be held responsible in any way if a third party accesses the Web using your email address and password. You are required to notify us in the event of loss, theft, or fraudulent use of your Personal Account information by sending an email to contact@artalistic.com.

Second step: Listing an artwork

To sell an artwork, fill in the form corresponding to your status: private seller, professional seller, or artist. We will make a decision about listing the artwork based on the information

provided. We will respond as soon as possible and explain the reasons for any potential refusal, such as: the artwork does not date from the modern era, does not fit into any category, is damaged, or does not have a certificate of authenticity. We may also refuse if the asking price is too high or if the artist is not referenced in our database.

We recommend that you follow the advice described in clause 7 of the terms of use to ensure that your artwork meets our requirements. If in doubt, consult this clause to find out if your artwork is eligible for sale on our platform.

We may also request additional documents such as a purchase invoice or a certificate of authenticity to help make a decision. Refer to the "Other Important Information for Sellers" section for more information.

You will need to establish the sale price and indicate whether the price is negotiable ("Negotiable Price").

Once we have validated your Sales Form, we will publish the listing on the Web for free.

Step 3: Purchases and Sales Agreement

When a buyer wishes to purchase a work, they must add it to their cart. They will then receive an email from us confirming that their order has been received. As the seller, you will receive an email from us requesting confirmation of the availability of the work, which you must respond to within 2 business days. If the work is available, you must accept the order ("Seller Acceptance"). If the work is not available, you must refuse the order ("Seller Refusal").

The buyer can also make an offer to negotiate the price ("Negotiated Price Offer") with an indication of the price to be negotiated ("Negotiated Price"), only if you, the seller, have chosen this option in the Sales Form. You, the seller, will then receive an email from us requesting confirmation of the availability of the work and acceptance of the Negotiated Price Offer, which you must respond to within 2 business days, or make a counter-proposal ("Counterproposal"), which the buyer can in turn accept ("Buyer Acceptance") or refuse ("Buyer Refusal"), within 2 business days, through an exchange of emails.

The Sales Agreement between the seller and the buyer is only concluded upon the Seller Acceptance of the purchase or the negotiated price or the Buyer Acceptance of the Counterproposal, and is always conditional upon the buyer's payment of the work. If this is the case, the buyer will be informed by email that their Purchase Offer has been accepted by the seller and that they must proceed with payment of their order within 7 business days by bank transfer, or they will be informed that the amount will be charged to their credit card, depending on the chosen payment method.

If Artalistic does not confirm receipt of payment within 7 business days, the order will be automatically canceled, and you, the seller, are authorized to put the work back on sale on the web.

Step 4: Shipment of the Order

You must ship the order within 7 business days of receiving our email regarding payment validation. For more information on shipping and delivery, please see the "Delivery Time, Methods and Fees" section.

Step 5: Payment

We will transfer the amount received for the sale of the work, after deducting the commission, to the bank account you have provided on your Personal Account, within 7 days, from the moment the buyer confirms receipt of the order or from the confirmation of delivery by the carrier. If the buyer does not confirm receipt of the order, Artalistic will transfer the amount received for the sale of the work, after deducting the commission, to the bank account you have provided on your Personal Account, within 14 days from the date of purchase. This amount does not earn any profits (legal or otherwise) for the time that the funds have been in the possession of Artalistic.

4. Artwork Prices

The price ("Price") of the Artworks is set by the Seller including VAT, but excludes delivery fees and any local taxes, customs duties and/or import duties. The Seller agrees that the fixed Price does not exceed (excluding delivery fees, taxes and duties) that set on other sales channels.

Delivery fees ("Delivery Fees") are the sole responsibility of the Buyer and will vary depending on the Artworks ordered and the delivery address. These Delivery Fees will be clearly displayed on the website at the time of ordering. For more information, please see the "Delivery Times, Methods and Fees" section.

In the event that customs duties, taxes, or other import duties are payable depending on the destination country, it is the responsibility of the Buyer to make the corresponding declarations and payments due.

We strongly advise you to seek information from the relevant authorities before placing an order. Although we do our best to ensure that all information regarding the Artworks and Prices displayed on the website is correct at all times, mistakes can unfortunately occur. If you ever notice an error, please contact us by sending an email to contact@artalistic.com.

5. Seller Intermediation Fees and Subscriptions

Posting an ad on the website is free. We only take a commission on intermediation ("Commission") when a sale is concluded with a Buyer through our website.

Our Intermediation Fees ("Intermediation Fees") for Sellers are as follows:

a) If you are a Private Seller: our Commission is 30% on the VAT inclusive Price of the Artwork sold.

b) If you are a Professional Seller or Artist: our Commission, to be deducted from the VAT inclusive Price of the Artwork sold, varies depending on the subscription ("Subscription") you have chosen, valid for one year. The different options are as follows:

- CYAN Subscription: free and 30% Commission on sales.
- MAGENTA Subscription: 290€/year and 25% Commission on sales.
- YELLOW Subscription: 490€/year and 20% Commission on sales.
- BLACK Subscription: 990€/year and 15% Commission on sales. The VAT inclusive

Prices displayed for the Artworks will therefore include our commission, but will not include delivery fees or any customs duties, taxes or other import duties that may be payable, and which will vary depending on the Artworks purchased and the delivery address. For more information, please see the "Delivery Times, Methods and Fees" section.

6. Delivery Time, Methods, and Fees

The Seller is solely responsible for the delivery of the Artwork. It must be shipped by a carrier of their choice to the address provided by the Buyer or handed over in person (due to geographical proximity or for fragile or large Artworks), in which case there will be no additional fees for the Buyer. For each Artwork, the Seller must indicate on the website the accepted delivery method.

The Artworks are transported at the Seller's sole risk, who chooses the mode of transportation at their discretion. The carrier must be a professional and will be responsible for the delivery.

The Seller must provide the Buyer with, along with the Artwork:

- An invoice with the price of the Artwork (only for Professional Sellers).
- A certificate of authenticity (for unique Artworks and certain multiple Artworks if announced by the Seller).

Artalistic will communicate to the Seller the Buyer's contact information no later than 24 hours after the payment verification of the order. Artalistic will only communicate to the Seller the necessary information about the Buyer to send the order and ensure proper receipt by the Buyer. This includes the name, first name, postal address, and telephone number.

Upon receipt of our payment confirmation email, and before shipping the Artwork, the Seller must inform us of the name of the carrier and the tracking number of the package.

Delivery Fees are borne by the Buyer. They may vary depending on the Artworks ordered and the delivery address. An estimate of the delivery fees for each order will be clearly displayed on the website before the Buyer places an order.

Depending on your delivery address, different tax rules and other fees may apply. We cannot control these fees and cannot predict their amount. The Buyer is solely responsible for paying these taxes and customs duties not included in the Price.

Please note that in the event that you return an Artwork, as provided for in the "Right of withdrawal" and "Right of contestation" sections, Delivery Fees will only be refunded for returns within the EU, and those outside the EU will be the sole responsibility of the Buyer. Customs and tax fees will not be refunded, and you are solely responsible for claiming them from the competent authority.

You agree to the delivery conditions directly with the Seller. However, you must follow these guidelines:

- Make sure your delivery address is correct.
- Direct shipping ("drop shipping") is not allowed. You cannot choose to receive a Lot through what is called "drop shipping," i.e., by providing a third party such as your store or business, a logistics center, or a post office box to receive the delivery on your behalf.
- In the event of a delivery or transportation problem, you must contact the Seller directly to find a solution. Delivery and transportation are the sole responsibility of the Seller. Artalistic, the Buyer, and the Seller have the right to consider the signed receipt and/or delivery confirmation with a tracking number at the place of delivery (whether it is the Buyer's address or a pickup point) as proof that you have received the Artwork.
- If there is a problem with the delivery of an Artwork and you cannot find a solution with the Seller, both of you must cooperate in an investigation conducted by the delivery or transportation company.
- Artalistic can cancel a transaction if the Seller does not deliver the artwork, or if the artwork is not in conformity with its description. If the Seller, in violation of the Terms and Conditions for Sellers, (i) does not deliver the artwork or (ii) the artwork is not in conformity with its description, we may send reminders to the Seller to fulfill its obligations under the Terms and Conditions of Use and the Sales Agreement. If, despite our reminders, the Seller does not (i) deliver the artwork or (ii) cannot or will not remedy the non-conformity of the artwork, you accept and acknowledge that we may cancel the transaction. Although the transaction is canceled in our system, you are free to exercise your rights directly with the Seller under the Sales Agreement.

7. Seller's Obligations

Obligations applicable to all Sellers

The Seller is solely responsible for the quality, authenticity, and origin of the Works, as well as the information about them that they provide to us. They warrant that they have the right to ownership of the Works or the rights to sell them, as well as the necessary intellectual property rights to allow Artalistic to display them on the web.

The Seller is solely responsible for the truthfulness and accuracy of the information provided and the obligation to update it if necessary by sending an email to contact@artalistic.com.

Obligations and specific regime for Professional Sellers

You undertake, for any commercial transaction, to comply with the applicable legislation concerning the exercise of a commercial activity and to act in accordance with the rules of the art and to offer a quality sales and after-sales service.

Once your sales form has been accepted, we will offer you a special regime, with the possibility of choosing between several subscriptions. For more information, please consult the section "Intermediation Fees and Seller Subscriptions".

8. Buyer's Rights

Right of Withdrawal

The Buyer has a right of withdrawal ("Right of Withdrawal") to be exercised within a period of 14 calendar days from the receipt of the Works, without justifying the cause and without penalties.

The Work subject to return must be in perfect condition and shipped in its original packaging, preferably, or in similar packaging. For more information on how to handle and package a Work, you can consult the section "Other Important Information for Sellers".

We will refund the Buyer the Price of the Work. For return fees (shipping), these are at our expense (they will be refunded to the Buyer after confirmation by the Seller of the proper receipt of the Work) if the return takes place within the European Union (EU), and those outside the EU will be the sole responsibility of the Buyer. Customs and taxes will not be refunded under any circumstances, and you are therefore solely responsible for claiming them from the competent authority.

Right of Dispute

The Buyer may also make a claim concerning the Works purchased within a period of 21 days from the receipt or expected receipt date of any Work, for the following reasons:

- Order not received.
- Order received but not in conformity: The Work does not correspond to the one ordered.

The Seller will be informed of the claim by Artalistic and undertakes from this moment on to take it up as their personal responsibility. Any dispute concerning this claim must be settled directly between the Seller and the Buyer.

If in the context of resolving the dispute between the Seller and the Buyer, it is necessary to return the Artwork, the Seller shall arrange for its return and bear all costs. If at that time Artalistic has not yet paid the Seller the Price of the Artwork, it will be released from this

obligation once the Seller confirms its receipt. This in no way affects the payment of Artalistic's Commission, which must be paid by the Seller at the agreed Intermediation Rates.

9. Breach of Your Obligations

If you fail to fully and timely fulfill your obligations to the Buyer under the sales contract, the Contract will be terminated.

10. Non-compliance with our Terms of Use

In addition to the provisions of our Terms of Use, (i) to comply with applicable laws or if (ii) you have violated our Terms of Use, or (iii) if we are informed of issues related to your conduct or behavior, or (iv) if we believe in good faith that it is necessary to protect our online sales site, other Users, or it is in the (public) interest to prevent fraud or other illegal activities), we may take one or more of the following measures:

- Temporarily or permanently limit your access to our online sales site or your authorization to bid and/or sell Lots;
- Temporarily or permanently revoke any special status associated with your Account;
- Temporarily or permanently limit your access to your Account;
- If you (i) have not provided accurate bank details or identification at our first request within a reasonable time, (ii) have not passed PEP verifications or a sanctions list check, (iii) if Artalistic detects irregularities in the Artworks or violation of the terms of use or conditions for Sellers; or (iv) if Artalistic determines or is otherwise ordered by any competent authority that it would be prohibited or subject to sanction to provide you with Services, you will be in default and (a) any payment (including a refund) may be withheld or (b) you will lose the right to receive a payment (including a refund).

In the event of termination of our agreement or suspension of access to your Account while you still have certain obligations to a Buyer under a sales contract, we may cancel the transaction(s) in our system.