

20
24



Atelier
d'expérience
visuelle

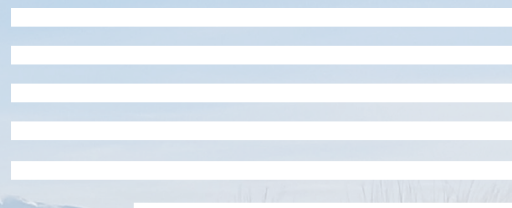
GCS/U & GDPR

General conditions
of sale and use 04

Data
Privacy Policy 14



EI Katialogue



EN



General conditions of sale and use

GCS/U



**04
12**

Article 1 – Contractual object

Katalogue is a French Individual Company, founded in December 2021 and managed by Katia Moogin, trilingual, graphic designer graduated from DNMADE and artist. Registered SIRET N°90849744900011, APE code 7410Z Specialized design activities, artist-author regime, VAT FR36908497449. Headquarters located in Perpignan in the Pyrénées-Orientales department, southern France, northern Catalunya.

Katalogue, is a workshop invested in the visual experience. Art and Design sector of activity, offers services in design and communication, creations and an online store for a local European and international area.

The present conditions govern online sales and services, by the company EI EL Katalogue, on the e-commerce website and domain name katalogue.com, hosted on Wix.com; as well as access, navigation and use of this same website, owned and governed by Katia Moogin, administrator and web designer of this website.

By browsing, using and placing an order on the site you indicate that you have read and accepted these general conditions of use and online sales and confidentiality policy, and that you agree to respect them at all times.

Article 2 – Intellectual property ©

All elements of the Katalogue.com site are and remain the intellectual and exclusive property of the Katalogue company.

No one is authorized to reproduce, exploit, redistribute, or use for any reason whatsoever, even partially, elements of the website, whether software, visual, textual or audio. Any simple or hypertext link is strictly prohibited without the express written consent of Katalogue.

In accordance with the Intellectual Property Code (IPC) of July 1, 1992, intellectual works categories, (IPC, art. L112-1 and L112-2) all goods are protected by copyright.

Certain orders, such as visual communication projects, have a right to transfer paid operating rights defined by a contract.

In its decision No. 2006-540 DC of July 27, 2006, the Constitutional Council considered that intellectual property rights, and in particular copyright and related rights, fall under the property right which appears among the rights of man enshrined in article 2 of the Declaration of the Rights of Man and of the Citizen of 1789.

This property is intangible in nature. Thus, it is appropriate to dissociate the fate of copyright relating to an intellectual work from that of the material medium in which the work is incorporated.

As such, the sale of the material support of the work (for example, a painting) does not entail the transfer of the copyright relating to this work (IPC, art. L131-3).

The purchaser undertakes to respect the law of March 11, 1957 on the protection by the law of Literary and Artistic Property, as well as the law of July 14, 1909 on the protection by the law of Industrial Property, to which are added neighboring and software rights extended by the law of July 3, 1985, included in the Intellectual Property Code (IPC) of July 1, 1992.

The purchaser undertakes to respect the perpetual, inalienable and non-transferable copyrights, established by article L.111-1 of the IPC concerning the respect of moral rights (IPC, article 121-1), including the right to name, the right to respect for the work, the right of disclosure and the right of repentance specific to the author.

The sponsor, client or purchaser, undertakes to remunerate the provision of a service rendered or a transferred exploitation right, the remuneration of which has been specified in the contract for the transfer of property rights, in accordance with article L112-3, L112-2 of the IPC and article 21 of the law of 1957, as well as to pay in full for an order in accordance with these general conditions of sale and article L221-5 of the Consumer Code.

Article 4 – Archiving Evidence

The Katialogue company will archive purchase orders, quotes, projects and invoices on a reliable and durable medium constituting a faithful copy in accordance with the provisions of article 1348 of the Civil Code.

Article 5 – Responsibility

The products offered comply with current French legislation.

The Katialogue company cannot be held liable in the event of non-compliance with the legislation of the country where the product is delivered.

It is your responsibility to check with local authorities the possibilities of importing or using the products or services you plan to order.

Furthermore, the Katialogue company cannot be held responsible for damage resulting from improper use of the product purchased or from any problem resulting from any irregular use of the katialogue.com website.

Finally, the Katialogue company cannot be held responsible for any inconveniences or damages inherent in the use of the Internet network, in particular a break in service, an external intrusion or the presence of computer viruses.

Article 6 – Compensation

As a user, you indemnify by these general conditions

of online sales and use of the website katialogue.com from any liability, any cost, any cause of action, any damage or any expense arising your use of this website or your violation of any of the provisions set out herein.

Article 7 – Rates and fees

In accordance with article L221-5 of the Consumer Code, the seller undertakes to provide the goods and services described below in the conditions of said contract General Conditions of Sale, in return the buyer undertakes to pay the price in its entirety.

The prices of the products are indicated on the online store in euros, all taxes included (5.5% VAT and other taxes applicable on the day of the order), unless otherwise indicated and excluding processing and shipping costs outside the European Union.

Fees for services, are invoiced at €40 per hour excluding taxes with applicable VAT at 5.5% or 10% if followed by a transfer of operating rights, and excluding processing and shipping costs and movement.

The actual price of all visual communication projects will be established by a quote in euros, all taxes included, including paid transfer rights and travel costs invoiced in number according to the cost of the distance of the journey made, transmitted by email or by hand.

In the event of an order to a country other than mainland France, you are the importer of the product(s) concerned.

Customs duties or other local taxes or import duties or state taxes may be payable.

These rights and sums do not fall within the responsibility of the Katialogue company. They will be at your expense and are your entire responsibility, both in terms of declarations and payments to the competent authorities and organizations in your country.

It is advisable to obtain information on these aspects from your local authorities.

All orders regardless of their origin are payable in euros.

The Katialogue company reserves the right to modify its prices at any time, but the product will be invoiced on the basis of the price in force at the time of validation of the order and subject to availability.

The products remain the property of Katialogue until full payment of the price subject to non-transferable copyright.

Attention: as soon as you take physical possession of the products ordered, the risk of loss or damage to the products is transferred to you.

Article 8 – Order conditions

1. Online store

The website Katialogue.com is an e-commerce with an online store only.

It sets up a a customer area and all the secure devices necessary to place your orders.

The consumer, as purchaser of an original creation, undertakes to respect the perpetual, inalienable and non-transferable copyrights, established by article L.111-1 of the IPC concerning respect for moral rights, article 121-1 of the IPC, including the right to name, the right to respect for the work, the right of disclosure and the right of repentance specific to the author.

To access the store's products, order directly on the [products](#) page of the katialogue.com website and select your items by adding them to the cart, or by purchasing per unit by clicking on the payment button.

2. Provision of services

For a service in visual communication or ordering an artwork, **please contact by email at the email address ktia.mr@gmail.com.**

As part of a visual communication project, specifications and a quote will be put in place subsequently.

You can make an appointment via the email address mentioned above, indicating your name or company, telephone number to contact, email address, please indicate the subject of your request and choose a time slot of availability in order to be called back, Monday to Saturday from 9 a.m. to 12 p.m. and from 2 p.m. to 7 p.m., at the MER (Connection) rate of €0.12 including tax/min.

Article 9 – Delivery

The products are delivered to the delivery address indicated during the order process, within the time indicated on the order validation page.

In the event of a shipping delay, an email will be sent to you to inform you of a possible impact on the delivery time indicated to you.

In accordance with legal provisions, in the event of late delivery, **you have the option of canceling the order** under the conditions and procedures defined in article L 138-2 of the Consumer Code.

If in the meantime you receive the product we will reimburse it and the delivery costs under the conditions of article L 138-3 of the Consumer Code.

In the event of delivery by a carrier, the Katialogue company cannot be held responsible for late delivery due exclusively to the unavailability of the customer after several appointment proposals.

Article 10 – Pre-order, Validation and Order Confirmation

1. Online store

Before confirming your order, please check that all the information entered corresponds, as well as the amount including all taxes and the shipping costs that you have selected.

Otherwise, the site allows you to correct your information or cancel the order. In the event of a computer problem, please contact customer service at ktia.mr@gmail.com.

It is advisable to contact your services in the event of a major problem not concerning the management of the katialogue.com website and to verify your transactions with your bank or competent organizations.

The contractual information is originally presented in French and will be confirmed at the latest when your order is validated.

To validate the order please select the available payment methods.

Any order appearing on the katialogue.com website assumes adherence to these General Conditions.

Any order confirmation implies your full and complete acceptance of these general conditions of sale, without exception or reservation.

All the data provided and the recorded confirmation will constitute proof of the transaction.

The order confirmation will constitute signature and acceptance of the operations carried out.

An invoice with a summary of your order information and these General Conditions will be sent to you in PDF format via the email address confirming your order.

The fact of validating your order implies for you the obligation to pay the price indicated.

The Katialogue company reserves the right not to record a payment, and not to confirm an order for any reason whatsoever, and more particularly in the event of a supply problem, or in the event of difficulty concerning the order received.

2. Provision of services

The execution process is established in three stages, following which the tax-inclusive amount of the estimate will be divided into two payments. It mean,

- **Before starting**: a deposit as compensation of 25% of the amount including tax
- **Validation or not** of the research phase, the deposit is kept
- **End of completion**: 75% remaining after finalization of the project

To validate a quote, a Brief must have taken place by telephone, videoconference or in person around a pre-established Specification sheet containing all the attachments necessary for the execution of the project.

Signing the established estimate and the attached documents, namely – Contract for the transfer of reproduction and representation rights, Bilateral confidentiality commitment contract, Printer's quote, if existing – as well as the payment of a deposit as compensation of 25% of the amount including tax of the quote **confirms your pre-order.**

The signature and the first transaction mentioned above assume and entail full acceptance of these general conditions of sale without exception or reservation.

A second validation phase concerning the selected research proposal, confirms the implementation phase.

In the event of non-validation by the sponsor, the project stops.

The deposit as compensation is then kept by the service provider.

Any confirmation of your pre-order assumes and entails full acceptance of these general conditions of sale without exception or reservation.

3. Orders for artworks

In the case of an order for a pre-existing artwork in the exhibition gallery, the terms of pre-order, order, delivery and guarantees will be considered as a retail product, and requested via the email address ktia.mr@gmail.com.

In the case of an order of a personalized artwork, the terms of pre-order, order, payment, delivery and guarantees will be considered as provision of service, generating a quote with a compensation deposit of up to 25% of the amount including tax.

Article 11– Availability

Our products are offered as long as they are visible on the katialogue.com website and while stocks last.

Artisanal products are manufactured individually and in small quantities, the available stock is displayed in the details of each product.

Printed products are not stored, and are produced on demand subject to the number of copies in your order, in order to avoid overproduction which harms the environment.

If a product is unavailable after placing your order, you will be notified by email. Your order will be automatically canceled and no bank debit will be made.

In addition, the katialogue.com website is not intended to sell its products in large quantities.

Consequently, Katialogue reserves the right to refuse orders for 10 identical items.

Article 12 – Payment terms

1. Online store

Payment for your purchases is made online via **the highly secure Wix platform, by credit card or by PayPal, a secure platform.**

The card is debited at the time of validation of the order, in order to arrange delivery of your products. The same in the case of split deliveries.

2. Provision of services

Before carrying out a service, signing the quote implies the obligation for you to pay the amount including tax at the end of the service.

As part of a service provision, the working time carried out must be ensured by a compensation deposit of 25% of the amount including tax of the estimate, in the event of cancellation by the sponsor in the middle of execution.

A payment of 25% must therefore be made before start-up.

The transfer of a finalized project implies the obligation of the sponsor to pay 75% of the amount including tax remaining due.

The purchaser undertakes to respect the copyrights established by article L.111-1 of the IPC and the property rights assigned to him, defining his exploitation rights.

He undertakes to only use the reproduction rights set out in article L122-3 of the IPC and the representation rights set out in article L122-2 of the IPC, prescribed in the transfer contract.

The payment methods available for your quotes are as follows:

- by credit card via SumUp's secure link payment system
- by PayPal, secure platform

3. Orders for artworks

In the case of an order for a pre-existing artwork in the exhibition gallery or an order for a personalized artwork, the payment methods available are as follows:

- by credit card via SumUp's secure link payment system
- by PayPal, secure platform

Article 13 – Retraction

In accordance with the provisions of article L.221-18 of the Consumer Code, and Hamon law no. 2014-344 of March 17, 2014 relating to consumption, aimed at strengthening consumer rights, **you have a withdrawal period of 15 days from receipt of your products or signing a quote to exercise your right of withdrawal without having to provide reasons or pay a penalty.**

Concerning the store's products, returns must be made in their original condition and complete (packaging, accessories, instructions).

In this context, your responsibility is engaged.

Any damage suffered by the product on this occasion may be such as to frustrate the right of withdrawal.

The costs of returning to headquarters by delivery or postage are your responsibility.

In the event of exercising the right of withdrawal, the company Katialogue will reimburse the sums paid, within 15 days following notification of your request and via the same means of payment as that used when ordering, or other means necessary put in place.

Exceptions to the right of withdrawal

The right of withdrawal cannot be exercised for contracts:

1° The provision of services fully executed before the end of the withdrawal period and the execution of which has begun after the express prior agreement of the consumer and express waiver of his right of withdrawal.

3° Supply of goods made according to the consumer's specifications or clearly personalized.

9° Supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery.

10° Supply of a newspaper, periodical or magazine, except for subscription contracts for these publications.

11° Concluded during a public auction.

13° Supply of digital content not provided on a physical medium whose execution has begun after express prior agreement of the consumer and express waiver of his right of withdrawal.

Article 14 – After-sales service Legal and commercial guarantees

1. Online store

In the event of non-compliance or damage to a product:

All our products benefit from the legal guarantee of conformity and the guarantee against hidden defects, provided for by articles 1641 and seq. of the Civil Code.

In the event of non-conformity of a product sold, or in the event of damage to a product due to packaging or shipping, it may be returned, exchanged or refunded.

All complaints, requests for exchange or refund must be made in writing with a visual of the product received justifying the condition mentioned and sent by email to ktia.mr@gmail.com within 30 days from the delivery.

The products must be returned in the condition in which you received them with all the elements (accessories, packaging, instructions, etc.).

Shipping costs will be reimbursed to you on the basis of the price invoiced and return costs will be reimbursed upon presentation of supporting documents.

Attention: All creations are protected by copyright under Article L.111-1 of the Intellectual Property Code (IPC).

In the event of deterioration of an after-sale product, it cannot be recycled into a diverted or assembled work, under penalty of legal proceedings and subject to other rights, with the exception of the existence of a contract transfer of reproduction rights established by article L122-3 of the IPC, in which case the product will be neither returned nor refunded.

2. Provision of services

In the event of non-validation of the research phase, allowing the complete completion of a project, it stops and the compensation deposit will be kept by the Katialogue company.

The customer undertakes to respect the copyrights set out in article L.111-1 and the industrial property of the Intellectual Property Code (IPC) of July 1, 1992, taken from the law of March 11, 1957 and the neighboring rights extended by the law of July 3, 1985.

He also undertakes to respect the clauses of the bilateral confidentiality contract.

On the other hand, no right of transfer will be granted to him at this level of execution and no document concerning the research phase will be transmitted to him or will be likely to be disclosed or exploited by others.

In the event of disputes after finalization of a provision of service:

Once the project has been launched and the research phase has been validated, the project cannot be stopped.

In the event of disagreement or major problem after or during the execution of the production phase, and if, after returns and modifications, the dispute persists, the sponsor is obliged to pay the entire invoice in return, the 25% deposit as compensation will be returned to the sponsor.

The customer undertakes to respect the copyrights set out in article L.111-1 and the industrial property of the Intellectual Property Code (IPC) of July 1, 1992, taken from the law of March 11, 1957 and the neighboring rights extended by the law of July 3, 1985.

He also undertakes to respect the clauses of the bilateral confidentiality contract.

On the other hand, the exploitation rights of the initial contract will be canceled, giving rise to the establishment of a new transfer contract which could allow the sponsor to transmit the proposals from the research phase to another professional in the field for execution of the project only, in compliance with the copyright of the IPC.

In the event of withdrawal, hit-and-run, or violation of confidentiality clauses, copyrights set out in article L.111-1 and industrial property of the Intellectual Property Code (IPC) of July 1, 1992, resumption of the law of March 11, 1957 and related rights and software extended by the law of July 3, 1985, as well as the transfer rights posed by articles L122-3 and L122-2 of the IPC which are transferred to it, a procedure legal proceedings may be launched.

3. Orders for artworks

In the of an order for a pre-existing artwork in the exhibition gallery or an order for a personalized artwork, warranties will be considered a retail product. Please therefore refer to the conditions of part "1. Online store".

The provisions of this Article do not prevent you from benefiting from the right of withdrawal provided for in Article 10.

Article 15 – Applicable law in the event of disputes

The original language of this contract is French. These conditions of sale are subject to French law.

In the event of a dispute, the French courts will have sole jurisdiction.

Article 16 – Applicable laws

This document is subject to the laws applicable in France and is intended to comply with its necessary rules and regulations.

This includes the EU-wide regulations set out in the GDPR.

Article 17 – Severability

If at any time any of the provisions set forth herein are found to be inconsistent or invalid under applicable law, such provisions shall be deemed void and shall be removed from this document.

All other provisions will not be affected by law and the rest of the document will still be considered valid.

Article 18 – Modifications

These general conditions may be modified in order to maintain compliance with the law and to reflect any changes to the way in which Katialogue manages its business and the use of its website by users.

You are advised to check these terms and conditions to ensure your awareness of any updates.

In addition, any updates will be communicated to you by a notice on the website and by email.

Data Privacy Policy

GDPR



14
17

Article 3 – User rights, personal data, accounts and subscriptions

The minimum age for browsing the [katalogue.com](https://www.katalogue.com) site is 10 years old.

Users agree that by browsing the site they are over 10 years old.

The age for using the site and creating an account to make payments must reach legal majority in your territory.

Katalogue assumes no legal responsibility for false statements about age.

The [katalogue.com](https://www.katalogue.com) website is created on [Wix.com](https://www.wix.com), a highly secure, Cloud-based web development platform that brings together millions of users around the world.

Wix makes it easy for anyone to create a professional-looking website.

Data collection is carried out through and for the website [katalogue.com](https://www.katalogue.com) but also on [wix.com](https://www.wix.com).

Please review the [wix.com](https://www.wix.com/privacy) privacy policy at <https://fr.wix.com/about/privacy>

The Katalogue company reserves the right to collect nominative information and personal data concerning you.

They are necessary to manage your order, as well as to improve the services and information that we send to you.

They may also be transmitted to companies that contribute to these relationships, such as those responsible for the execution of services and orders for their management, execution, processing and payment.

The collection of your personal data is essential for the conclusion of a contract as well as the execution of contractual obligations and services.

If you do not provide us with the requested information, neither the conclusion of a contract nor other contractual services will be possible.

This information and data is also kept for security purposes, in order to comply with legal and regulatory obligations.

The purposes of data processing on the [katalogue.com](https://www.katalogue.com) website are as follows :

1. Customer file/Contact form : Personal information, personal details and bank details under your authorization.

Conservation of private and secure data until the customer account is closed on the [katalogue.com](https://www.katalogue.com) website.

Secure archiving and proof of data relating to executed contractual obligations and purchase orders.

2. Subscription to the newsletter :

Nominative information and personal contact details for quarterly sending without invoicing.

Type and retention period relating to the customer file or the termination of the newsletter.

3. Specification sheet :

Data collected when requesting a quote by email. Nominative information and personal contact details relating to the customer file and the company and the characteristics of the project or order concerned.

Private, secure information essential to the execution of a contract and subject to the bilateral confidentiality contract.

4. Analytical data and reports, use of cookies :

In order to improve customer service, discover who the new visitors are to the katialogue.com website and study your behavior in order to make your browsing and use of this website more pleasant, we collect through analytical reports a certain amount of data and information about the device you use to access our website.

This includes the following data : IP address, Operating system, Browser type and version, Date and time and country of access.

The reports carried out are as follows :

a. Traffic reports to discover how visitors navigate on and around the website.

b. Behavior reports explore how visitors interact with the website, dwell time.

c. People reports enable to discover who the visitors, contacts, members and customers of the site are. Are they new to the site? Have they already placed an order?

d. Possible partial reporting enabled by Wix cookie banners that do not report visitor data until visitors have actually given consent to place analytics cookies on their device.

A cookie is an IT tool that makes it possible to trace and analyze the behavior of a user on the internet (their navigation on the internet, on a website, in an application, etc.). Cookies are subject to the consent of internet users having the purpose of personalizing advertisements, others are linked to social networks.

The consent given by the customer is recorded for a maximum of 13 months.

e. Other personalized data collection reports by the company Katialogue :

Data collected by filling out online MCQ forms and by consent of users and visitors.

Personal information intended to know your tastes and preferences, your vision and your culture, your needs and objectives, in order to improve the quality of customer services, the company's advertising communication, the ergonomics of the website and to advance research in design and semiology, to better meet your communication objectives while advancing the latter and creativity in common sense.

Your rights regarding the protection of your personal data :

1. In accordance with the law of January 6, 1978, and within the framework of the GDPR, you have :

- a.** The data subject's right of access (article 15 of the GDPR),
- b.** The right of rectification (article 16 of the GDPR),
- c.** The right to erasure (article 17 of the GDPR),
- d.** The right to limitation of processing (article 18 of the GDPR),
- e.** The right to object (article 21 of the GDPR),
- f.** The right to lodge a complaint with a supervisory authority (article 77 of the GDPR),
- g.** From the right to data portability (article 20 of the GDPR)

In the event of disputes or requests concerning the rights mentioned above, you can lodge an appeal directly on the website with the data controller Katia Moogin, administrator of the website and manager of the company Katialogue, or by email. at ktia.mr@gmail.com, or submit a complaint to a supervisory authority, or file a complaint with the CNIL.

2. In accordance with Article 6 of the GDPR :

- a.** To the extent that we obtained the consent of the data subject to the processing of personal data, Article 6(1)(1)(1A) GDPR applies as the legal basis.
- b.** If the processing of personal data is necessary for the performance of a contract with the data subject or for pre-contractual measures taken by the data subject, Article 6(1)(1b) of the GDPR applies as the legal basis.
- c.** If the processing of data is the result of a legal obligation to which we are subject, then we refer to Article 6, paragraph 1, subparagraph 1c of the GDPR as the legal basis.
- d.** When personal data are processed in order to protect the vital interests of the data subject or another natural person, the legal basis is Article 6(1), first subparagraph (GDPR).
- e.** If the processing of data serves a task of public interest or is carried out in the exercise of public authority, we refer to Article 6 (1) first subparagraph of the GDPR.
- f.** To the extent that the processing of personal data is necessary to safeguard the legitimate interests of the controller or a third party, without prejudice to the interests, fundamental rights or freedoms of the data subject, Article 6, paragraph 1, first paragraph of the GDPR applies as the legal basis.

When you create a customer account on the katialogue.com website you agree to the following:

- 1. That you are solely responsible** for your account and the security and confidentiality of your account, including any passwords or sensitive information attached to that account, **and**
- 2. That you accept** the collection of your personal data necessary for the management of your orders and the execution of contractual obligations, as well as to improve your use of the katialogue.com website, **and**
- 3. That you accept** that your personal information and information necessary for processing an order is transmitted to the companies responsible for contributing to contractual obligations and the execution, management, processing and collection procedures of orders, **and**
- 4. That all personal information** you provide to us through your account is current, accurate and true and that you will update your personal information if it changes, **and**
- 5. That you are obliged** to respect all fundamental rights, the right to image, the right to respect for private life and the freedoms of other users of the website. All defamation, denigration and insults are prohibited and punished according to the law of the Penal Code, **and**
- 6. That you are able** to close your account at any time, without justification or mandatory deadlines, **and**

7. That you have read these general conditions and confidentiality policy, **and**

8. That you have read and accepted the conditions of use, collection and purpose of data processing.

You are the only one who has access to your orders, your cart and your personal data.

Only the customer file concerning your collected data necessary for the management of your order is visible to the e-commerce administration and usable only for commercial purposes meeting your needs and orders restricted to the company Katialogue.

[You have the option to close your account at any time.](#)

You have the option to subscribe to the quarterly newsletter for free which will be sent by email to your mailbox, without any subscription fees.

To subscribe, complete the "newsletter" form provided at the bottom of the page or in the menu on the website katialogue.com, select your language and click the "I subscribe to the newsletter" button. Receive all the news from the workshop by season as well as current offers, creations and temporary exhibitions, in addition upcoming events.

[You have the option to cancel your subscription at any time.](#)

©EN

Edited on January 29, 2024 by Katia Moogin

Manager, Designer Artist

Contact ktia.mr@gmail.com

66000 Perpignan, FR

KATIALOGUE VISUAL EXPERIENCE WORKSHOP

Individual business | Sector ART & DESIGN

SIRET N°908497449000111 | APE 7410Z

VAT FR36908497449 | Artist-author



G C S / U & G D P R



[URL Katalogue.com](https://URL.Katalogue.com)