

ARTE's on-line boutique gives you the opportunity to discover and purchase on-line, and with the utmost safety and confidentiality, all ARTE EDITIONS, as well as derivatives of the channel's programmes.

It is stipulated that the present General Sales Conditions govern solely sales carried out on-line on the [www.arteboutique.com](http://www.arteboutique.com) web site. These conditions apply to the exclusion of all other conditions, notably those in force for sales carried out via ARTE EDITIONS's paper catalogue.

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## Conditions for placing an order

You declare that you are 18 years of age or over and have the legal capacity or are the holder of a parental authorisation allowing you to place an order on the site.

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## Prices

The unit prices of our products are given in euros, inclusive of all French taxes and exclusive of delivery charges.

- For all orders to Metropolitan France, Monaco, Overseas France and European Union country members, the unit price of our products includes value added tax as well as tax on videos, calculated using rates in force.

- For all orders to countries other than those listed hereabove, the unit price of our products includes only the tax on videos. However, customs duties, other local taxes, import duties or State taxes are likely to be payable. These duties and amounts are not the responsibility of ARTE France Développement.

ARTE France Développement is not required to verify and inform you of the applicable customs duties and taxes. These are paid by you and are your entire responsibility both in terms of declarations and in terms of payments to the authorities and/or your country's competent organisations. To become familiar with them, ARTE France Développement advises you to refer to your country's competent authorities.

All orders are payable in euros, irrespective of the country a person places the order in. ARTE France Développement reserves the right to modify its prices at any time but the products will

be billed on the basis of the rates in force at the time the order is registered, subject to availability.

The products remain the property of ARTE France Développement until the price has been fully paid.

### 3. “Advantage” codes

“Advantage” codes can be offered by ARTE France Développement or by partners of ARTE France Développement. These “Advantage” codes give rise to discounts on all or on a selection of products of the [www.arteboutique.com](http://www.arteboutique.com) site. These codes are not cumulative and only apply on the [www.arteboutique.com](http://www.arteboutique.com) site.

The promotional discounts granted by these codes apply only to the net amount of the shopping basket, excluding books, and excluding shipping costs and taxes.

The period of validity of these “Advantage” codes is specified at the time the “Advantage” code is sent to the beneficiary. If the code is not used during its period of validity, it is automatically cancelled.

Under no circumstances can the promotional discounts granted by these codes be re-credited in monetary form. They are not reusable in the event of an order cancellation or a product return and can be neither exchanged nor re-sold.

### 4. Loyalty points

You can accumulate loyalty points to benefit from a discount on the net amount of your order.

**How to earn loyalty points**

For each order you place on our site, you benefit from loyalty points according to the amount of your purchases, excluding postal charges. These loyalty points are validated once your order has been shipped.

- Only clients of Arte Boutique can benefit from these points.
- The points can only be used on the Arte Boutique site.
- The points can never be transferred from one account to another.
- The accumulated points are calculated on the total amount, excluding shipping.
- Once the order has been validated, the points used are considered as having been permanently used, and therefore cannot be returned, even in the event of the cancellation of an order.

1 €spent = 1 loyalty point

Only round numbers of loyalty points can be credited. If, when the conversion rate is applied, a decimal number is obtained, the number of points credited will be rounded down to the lower number if the decimal is less than 0.5 and rounded up to the upper number if the decimal is higher or equal to 0.5.

For example:

\* 10.45 €spent gives 10.45 points, which will be rounded down to 10 points.

\* 10.50 € spent gives 10.50 points, which will be rounded up to 11 points.

\* 10.55 € spent gives 10.55, which will be rounded up to 11 points.

### **What are the conditions of use?**

All products on offer in our boutique, with the exception of books, can benefit from discounts via loyalty points.

### **Do I need a minimum number of points to be able to use them?**

A minimum of **150** points is required to be able to use the loyalty points.

Your loyalty points history can be consulted under “Mon Espace Client” (my client area) under the heading “Mes données” (my information).

### Point brackets:

From 150 → 199 points: 5 % discount

From 200 → 249 points: 10 % discount

From 250 → 299 points: 15 % discount

Over 300 points: 20 % discount

Loyalty points cannot be reimbursed and/or exchanged in any way whatsoever, nor can they give rise to any financial transaction, nor can they be converted into cash, nor sold, nor redeemed in any form whatsoever.

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## **Availability**

Product offers are valid for as long as they are visible on the site, subject to availability.

In the event of an item being temporarily unavailable once you have placed your order, ARTE France Développement will inform you of this as soon as possible,

- either by email, if you have chosen on-line bankcard payment; and your bankcard will only be debited when the item is shipped;

- or by post, if you have chosen payment by cheque or by telephone.

ARTE France Développement will proceed to deliver the said item as soon as possible.

In the event of an item being definitively unavailable, once your order has been placed, it will be automatically cancelled.

ARTE France Développement will in this case inform you immediately,

- either by email, if you have chosen on-line credit card payment; and your bank card will therefore not be debited,
- or by post, if you have chosen payment by cheque or telephone.

ARTE France Développement will then proceed to reimburse the amounts you have paid as advance payment at the time you placed your order, in the 30 days following the cancellation of your order.

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## **Delivery and delay**

An obligatory delivery charge is required.

The cost of delivery per order is calculated in relation to:

- the delivery address of the order

**and**

- the total weight of the order

For all orders, parcels are sent via the "Colissimo suivi" service for Metropolitan France, Monaco, Europe and Switzerland, and by priority postal packages for all other destinations. The products will be delivered to the delivery address that you indicated during the order process.

The delivery delays set out herebelow are given as a guide and are average delays for our transporter, once an order has been processed:

- 5 working days for Metropolitan France and Monaco
- 8 working days for Europe and Switzerland
- 10 working days for Overseas France
- 8 to 15 working days for the rest of the world

These are estimated delivery times, which means it is possible you receive your order before this date.

In the event of a late dispatch, an email will be sent informing you of the possibility that the estimated delivery date that was given to you may be affected. In this event, we will send you a new delivery date by email.

In any event, in accordance with the legal provisions, if a delivery is more than 7 days late, you reserve the right to cancel your order by registered letter with acknowledgement of receipt. In this event, if you received the product after your cancellation, we will proceed to reimburse the product and the return shipping costs, once we have received the product in its full, original condition.

In the event that, for the same order, several products are eligible for delivery on different dates, on account of their availability, the aforementioned order will be delivered in its entirety. However, ARTE France Développement reserves the right to split shipments, given that shipping costs will only be billed for one single shipment.

Arte France Développement provides you with a shipping number. This number enables you to track your order, in real time, on the [www.coliposte.net](http://www.coliposte.net) site. Tracking enables you to follow the history of a shipment and to know where it has been deposited in the event you were absent during delivery. You can track:

- 1 – when it was deposited at the post office
- 2 – when it entered the distribution network hub
- 3 – when it arrived at the distribution hub near destination
- 4 – when it was delivered or when the post round was completed, according to whether the parcel could be delivered or not.

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## Tracking the order for payments carried out online

When your on-line order is registered, you will receive an email informing you of the tracking of your order at each stage in its processing until it is deposited at the post office, as follows:

- \* **Commande enregistrée (order registered):** Your order has been registered.
- \* **Commande en préparation (order being prepared):** Your order is being prepared.
- \* **Commande expédiée (order shipped):** Your order is being shipped.
- \* **Commande en attente (order on hold):** The product(s) of your order are temporarily unavailable and currently in the process of being restocked. The payment of your order has not been debited. As soon as your product(s) is (are) received, your order will be dispatched and the payment debited.
- \* **Commande annulée (order cancelled):** An error occurred in your order, for example regarding the shipping charges, the delivery post code does not match the country indicated. This order has therefore been cancelled and your bankcard has not been debited. A letter explaining how to get your order validated will be sent to you.

Or

The product or products you ordered are no longer available for sale, and your payment has been cancelled and your bankcard has not been debited.

\* **Commande rejetée** (order rejected): Your order has been rejected as your payment by bank card was refused.

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## Payment

Payment can be made:

- online on the [www.arteboutique.com](http://www.arteboutique.com) site using a bankcard (Visa, MasterCard or other bankcards). Bankcard debits are only carried out when the order is sent.

- online at the [www.arteboutique.com](http://www.arteboutique.com) site via a Paypal account.

For this, the client must possess a Paypal account, an online payment service enabling clients to pay for their order on the boutique's site via their Paypal account.

For more information on Paypal, click here: ([lien vers les CGV Paypal](#))

- by post, by sending your printed order form along with:

- either a bank or postal cheque made out to ARTE France Développement. This cheque must be issued in euros, payable from a French bank. The cheque will be cashed as soon as it received.

- or the details of your bankcard (Visa, MasterCard or other bank cards): number, expiry date (month and year) and the three last figures appearing on the signature panel on the back of your bank card, as well as your signature.

Orders are registered subject to availability of stocks and processed when payment is received.

The postal address for these is ARTE Boutique STACI - ARTE Boutique 1610 – B.P. 59124 – 95074 CERGY PONTOISE CEDEX.

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## Security

The security of our on-line boutique is an absolute priority. For this reason we use the P@iement CIC system developed by CIC, a service provider specialised in online payments. The P@iement CIC solution makes your transactions secure at several levels:

- Encrypting transmitted data: Thanks to the use of Secure Sockets Layer" (SSL), your bankcard data is encrypted by your computer before being transmitted to the CIC server.

- Confidential information is not stored: Your bankcard information (name, card type, number and expiry date) is transmitted directly to the CIC server. This server checks the information with the relevant payment centre (Carte Bleue, Visa, etc...), then confirms (or not) the transaction without recording the confidential information. At no time does ARTE France Développement receive this information, nor is it ever recorded.

• New Mastercard and VISA regulations, aimed at reinforcing the security of online bankcard payments, have come into effect. ARTE France Développement now asks CIC to verify your identity when you use your bankcard on ARTE Boutique.

To do this, you must subscribe to the free-of-charge authentication service of bankcards. You will then benefit from increased security and you can continue to buy online with your bankcard on ARTE Boutique and on other regular sites.

If you do not subscribe to this service, you will not be able to use your bankcard to pay for your purchases on ARTE boutique.

Depending on the card network, the 3D Secure system is one of the following two:



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## Satisfied or reimbursed

In accordance with the terms of article L121.20 of the Consumer Code, you can, within a period of 7 days from the date you receive your ordered items (according to the post mark), return an unsuitable item to ARTE France Développement.

- the item must be returned in its original unwrapped packaging and postal costs are met by you.

- ARTE France Développement will proceed to reimburse your order within 30 days of receiving the returned item. If you have used an on-line bankcard payment, the amount of the reimbursement will be credited to your account; otherwise, reimbursement will be carried out by cheque to the name of the client who placed the order and sent to the billing address.

- Items returned that are incomplete, damaged or dirtied by the client are not accepted.

Returns should be sent to:

STACI ARTE n° 1610

ZAC des Béthunes

Avenue du Fond de Vaux

95310 SAINT OUEN L'AUMONE

FRANCE

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## **Product conformity**

In the event of you receiving a faulty item or one which does not match your order, you have a period of 15 days from the date you received it (according to the post mark) to return the said item to ARTE France Développement detailing the reason for the return. Delivery charges will be paid by ARTE France Développement.

ARTE France Développement will then proceed to exchange the faulty or wrong item.

Returning a faulty or wrong item can in no event give rise to a credit note or reimbursement, whatever the reason. All complaints made after this period will not be accepted.

Returns should be sent to:

STACI

ARTE n° 1610

ZAC des Béthunes

Avenue du Fond de Vaux

95310 SAINT OUEN L'AUMONE

FRANCE

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## **Client service**

For all information or questions, our client service can be contacted:

by post : ARTE Boutique STACI - ARTE Boutique 1610 – B.P. 59124 – 95074 CERGY  
PONTOISE CEDEX.

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## **Intellectual Property**

All texts, commentaries, works, illustrations and still or animated images reproduced in the catalogue are protected by copyright throughout the world. Under this, and in accordance with the terms of the Intellectual Property Code, only private and free showings exclusively within the family circle are authorised.

All total or partial reproduction of the site [www.arteboutique.com](http://www.arteboutique.com) is strictly forbidden.

It is also stipulated that certain items, notably videos in DVD or VHS format are, unless is it expressly mentioned otherwise, exclusively reserved for private viewing within the family circle. All other rights are reserved. The term "private use" excludes notably all showings in public places such as clubs, video libraries, cars, boats, bars, hospitals, hotels, oil platforms, prisons and places of education.

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## **Responsibility**

ARTE France Développement declines all responsibility for the use or content of ordered items. The articles on offer meet current French legal specifications. ARTE France Développement cannot be held responsibility in the event of the non-observance of the country's legislation where the item is delivered (censorship, banning of a title or an author etc).

The characteristics of our products may be modified or improved at any moment. The texts and photos reproduced on this site and illustrating the articles are non-contractual.

Where hypertexts link to other sites from the ARTE France Développement boutique, ARTE France Développement is not responsible for the content of information supplied on the sites once the link has been activated.

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## **Personal information**

ARTE France Développement may use the said personal information to process your order and to support communication and product offers reserved to clients of ARTE France Développement, notably via ARTE France Développement's newsletters, to which you can subscribe.

We may also transmit your details to commercial partners for prospecting. If you are opposed to this use of your personal details, simply let us know by sending a letter to the following address:

ARTE France Développement - Relations commerciales - 8, rue Marceau - F-92785 Issy-les-Moulineaux Cedex 9 - FRANCE.

More generally, in accordance with the law of 6 January 1978 on Computer Data and Freedom, you have the right to access, rectify and oppose your personal data.

To do so, send a postal request stating your last name, first name, address and if possible, your client reference, to the following address:

ARTE France Développement - Relations commerciales - 8 rue Marceau - 92785 Issy-les-Moulineaux Cedex 9.

Our site is also specifically designed to address our clients' needs. This is one of the reasons we use cookies. The aim of cookies is to signal your visit to our site. Cookies are therefore only used by ARTE France Développement with the aim of improving the personalised service we provide for you.

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## **Validation**

You declare you have read and accepted the present General Sales Conditions before you order. Validating your order therefore means you accept these General Sales Conditions.

Unless proved to the contrary, the data registered by ARTE France Développement constitutes proof of all transactions carried out by ARTE France Développement and its clients.

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## **Applicable law - legal disputes**

The present General Sales Conditions are governed by French law.

In the event of a legal dispute, only the courts of Paris have jurisdiction.

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## **Identification**

ARTE Boutique is a service of ARTE France Développement ;

Headquarters: 8 rue Marceau - 92130 Issy-les-Moulineaux - FRANCE

Société Anonyme au capital de 777.750 €- SIREN 388 249 146 RCS Nanterre

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## **Organisations and educational establishments**

**Please note** : The prices on the [www.arteboutique.com](http://www.arteboutique.com) site concern only sales to the public for private use. For all other use, notably for sales to organisations and educational establishments, please consult us by writing to:

ARTE France Développement - Relations commerciales - 8 rue Marceau - F-92785 Issy-les-Moulineaux cedex 9 - FRANCE

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