

## **GENERAL CONDITIONS OF SALE**

### **PIGEON MASTER**

Between :

**The seller**, any natural person over the age of majority affiliated with the French Federation Colombophile or any other national federation of this type previously accepted by the Publisher.

Hereinafter referred to as "the Seller".

**The user**, any natural person of legal age, acting for non-professional purposes, who has created an account on the Pigeon-Master.news website to auction/purchase racing pigeons.

Hereafter referred to as the "User".

And :

SAS Pigeon Master, Société Anonyme Simple au capital de 2 000€, ayant son siège social au 32 rue de Lille, 59223 Roncq immatriculée au Registre du Commerce et des Sociétés de Lille Métropole sous le numéro 457 507 267, dont le numéro de TVA intracommunautaire est FR 02 929 483 808, taken in the person of Pierre Bockstael

#### **ARTICLE 1 - ACTIVITIES OF THE PUBLISHER**

The Publisher is SAS Pigeon Master.

In the pursuit of its corporate purpose, the Publisher wishes to edit and publish pigeon fancier articles on the website <https://pigeon-master.news/> (hereinafter referred to as "the Site") of which SAS Pigeon Master. will be the sole Publisher. Pigeon-Master.news, a pigeon fancier information site, will also offer an online space dedicated to the fixed sale and/or auction of racing pigeons that will link users and sellers.

The present general terms and conditions of sale (hereafter referred to as "the CGS") are established by the Publisher in the context of its activity.

#### **ARTICLE 2 - PURPOSE OF THE CGS**

The present Terms and Conditions of Sale constitute all of the contractual conditions applicable to any online posting of an advertisement by the Seller to the Publisher on the Site or a sale made between the Seller and the User via the Site.

#### **ARTICLE 3 - ACCEPTANCE**

The Seller expressly declares that he has read these CGS before his advertisement(s) is (are) put online on the Site.

The User expressly declares having read these CGS before proceeding with any bid/bid/purchase via the Site.

The CGS are communicated by the Publisher to the Seller at the time of the signature of the sale mandate, which the Seller certifies and attests. The CGS are accessible via a hypertext link presented to the User when creating his account and before any commitment.

By ticking the box "I declare that I have read and accepted the present general terms and conditions of sale" located next to the hypertext link leading to the CGS, the User certifies and certifies that he/she can contract and acknowledges having accepted the CGS without restriction.

The Publisher invites the User to print out the CGS and/or save them if he wishes to do so, as the Seller has a version provided beforehand.

#### **ARTICLE 4 - TRANSFERABILITY OF THE CONTRACT**

The Seller and the User may not assign or transfer the rights they hold according to these CGS unless they obtain the prior written consent of the Publisher.

#### **ARTICLE 5 - INTEGRAL PART OF THE CGV**

If one or more of the articles of the GTC should be declared null and void, in particular as a result of a change in regulations, a court decision or an administrative decision, the rest of the GTC shall remain in force and shall not be declared null and void.

#### **ARTICLE 6 - AMENDMENT OF THE GCFS**

The Publisher reserves the right to modify these GTC at any time. The new GCS will be brought to the attention of the User and the Seller by online modification on the Site. The GTC applicable to the request to place an advertisement online (hereinafter referred to as "the Order") on the Site are those in force on the date of the Order. The Seller shall read the GTC attached to the sales order before each Order. The User shall read the GTC before any bid/bidding or purchase.

#### **ARTICLE 7 - INFORMATION CONCERNING THE OFFERS OF SALE PROPOSED ON THE SITE**

The content and characteristics of the offers sold through the Publisher on the Site are described on the Site. All information and offers are formulated in French and potentially translated into English and Chinese. Each offer specifies, following article L.111-1 of the French Consumer Code, the necessary pre-contractual information in a legible and comprehensible manner.

The User is reminded of this:

The Site allows the User to have access to continuous information through articles regularly published on <https://pigeon-master.news/>.

The Site also allows the User to access the offers proposed by one or more Sellers.

The Site is accessible 24 hours a day, 7 days a week throughout the world, on the Publisher's Website and compatible mobile terminals (smartphones and touch tablets).

However, the Publisher reserves the right to interrupt access to the Site without notice:

- To carry out a technical intervention or any maintenance operation,
- In the event of use of the Site in a manner contrary to these terms and conditions,
- If the Publisher receives a notice notified by a competent authority following article 6 II of law n°2004-575 of 21 June 2004 for confidence in the digital economy.

## **ARTICLE 8 - PRICES**

### **8.1 Price of services offered by PIGEON MASTER**

The Publisher offers pigeon fancier articles on its Website. These articles are made available to the Users without any fee. This free access is unlimited concerning the consultation of the pigeon fancier articles.

The Publisher also offers on its Website fixed and auction sales of racing pigeons. The modalities relating to these auctions are specified in article 10 of these General Terms and Conditions.

### **8.2 Additional costs**

The cost of the use of the remote communication technique used by the User for the validation of an order, the consultation of the Website and the consultation of purchases in digital version, remains the exclusive responsibility of the User.

Putting an advertisement online will generate additional photography costs. The photographer contacted shall invoice the Publisher for taking pictures of the racing pigeon put up for sale. This service shall be re-invoiced by the Publisher to the Seller.

Following the online publication of the advertisement(s), the User may request additional documents such as DNA tests, family trees. This request will be invoiced and at the exclusive charge of the User.

The purchase of a racing pigeon on the Site shall automatically entail delivery and transport costs. These shall remain the exclusive responsibility of the User having won the pigeon at the auction.

## **ARTICLE 9 - DURATION OF THE COMMITMENTS**

These General Terms and Conditions of Sale, therefore, apply to the User from the time of consultation of the Site and possibly up to ten (10) days after receipt of the racing pigeon won. If the User has not won a racing pigeon, these Terms and Conditions shall only apply during the consultation of the Website.

These General Terms and Conditions of Sale apply to the Seller from the date of the posting of his advertisement(s) online and for a period of three (3) years.

## **ARTICLE 10 - TERMS AND CONDITIONS FOR PUTTING AN AD ONLINE - AUCTIONING**

### **10.1 - Identification of the Seller's account**

For each advertisement, the Seller must first complete and sign a sales mandate with the Publisher, to which are attached the General Terms and Conditions of Sale which he expressly accepts.

The Seller will then have the option of creating a Seller account and filling in the registration form provided for this purpose on the "Register" page of the Site.

The opening of a Seller account on the Site includes, in particular, the entry of two (2) identifiers: an email address and a password.

The Seller undertakes to fill in the registration form, taking care to provide the necessary information completely and accurately and, if necessary, to update it in the event of any subsequent changes.

The Seller's identifiers are personal and must be kept confidential. The Seller shall refrain from disclosing them to a third party or transferring them.

The Seller is responsible for the use of his identifiers and, if necessary, it is his responsibility to immediately inform the Publisher in writing of any use of his identifiers made without his knowledge so that the Publisher can deactivate these identifiers.

As part of his request, the Seller must communicate to the Publisher his full identity and his identifier.

### **10.2 - Identification of the User account**

For any first bid, the User must first create a user account and fill in the registration form provided for this purpose on the "Register" page of the Site.

The opening of a User account via the form includes, in particular, the entry of two (2) identifiers: an email address and a password.

The User undertakes to fill in the registration form, taking care to provide the necessary complete and accurate information and, if necessary, to update this information in the event of any subsequent changes.

The User's identifiers are personal and must be kept confidential. The User shall refrain from disclosing them to a third party or from transferring them.

The User is responsible for the use of his identifiers and, if necessary, it is his responsibility to immediately inform the Publisher in writing of any use of his identifiers made without his knowledge so that the Publisher can deactivate these identifiers.

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The opening of a Seller account on the Site includes, in particular, the entry of two (2) identifiers: an email address and a password.

The Seller undertakes to fill in the registration form, taking care to provide the necessary information completely and accurately and, if necessary, to update it in the event of any subsequent changes.

The Seller's identifiers are personal and must be kept confidential. The Seller shall refrain from disclosing them to a third party or transferring them.

The Seller is responsible for the use of his identifiers and, if necessary, it is his responsibility to immediately inform the Publisher in writing of any use of his identifiers made without his knowledge so that the Publisher can deactivate these identifiers.

As part of his request, the Seller must communicate to the Publisher his full identity and his identifier.

## **10.2 - Identification of the User account**

For any first bid, the User must first create a user account and fill in the registration form provided for this purpose on the "Register" page of the Site.

The opening of a User account via the form includes, in particular, the entry of two (2) identifiers: an email address and a password.

The User undertakes to fill in the registration form, taking care to provide the necessary complete and accurate information and, if necessary, to update this information in the event of any subsequent changes.

The User's identifiers are personal and must be kept confidential. The User shall refrain from disclosing them to a third party or from transferring them.

The User is responsible for the use of his identifiers and, if necessary, it is his responsibility to immediately inform the Publisher in writing of any use of his identifiers made without his knowledge so that the Publisher can deactivate these identifiers.

As part of his request, the User must inform the Publisher of his full identity and his identifier.

## **10.3 - Fixed-sale of a racing pigeon**

### **10.3.1 - Commitments of the Seller - Liability**

Before his first advertisement is put online, the Seller must complete the sales mandate that will be given to him in which he accepts the present General Terms and Conditions of Sale.

The Seller can decide to put his racing pigeon up for sale in two ways, namely fixed sale and auction.

When the Seller agrees to organise a sale of pigeons on the Website, the Seller undertakes not to sell outside the platform for three (3) years from the posting of the Advertisement.

He also undertakes to provide the following information, fifteen days before the posting of the Ad:

- A copy of the title(s) of the racing pigeon(s) put up for sale.
- The ring number of each racing pigeon offered for sale.
- The year of birth of the racing pigeon.
- A copy of the document certifying its affiliation to the French Racing Pigeon Federation or any other national federation.
- As well as any other document that may be requested by the Publisher.

In the event of the death of the pigeon that occurs between the signature of the sales mandate and the reception of the pigeon by the Buyer, the Seller shall provide a photo of the registration ring of the pigeon concerned. This photo shall be published on the Site.

The Seller is also obliged to provide a three (3) month guarantee on the health of the racing pigeons offered for sale on the Site. This guarantee is at the exclusive charge of the Seller. This guarantee shall run from the closing date of the auction.

### **10.3.2 - Fixed-sale**

The announcement will be visible on the Site for a period not exceeding sixty (60) days. The amount indicated on the advertisement is inclusive of tax and does not include the cost of photography, transport and delivery and any other costs associated with the sale, which will be borne exclusively by the Seller by re-invoicing by the Publisher.

### **10.3.3 - Auction sale**

Any bid on the Site implies the possession of a valid e-mail address.

All the steps necessary to make an auction via the Site are as follows:

1. The User searches the Site which will result in the presentation of one or more offers of racing pigeons put online by Sellers corresponding to his request.
2. The User clicks on the racing pigeon of his choice to access its description. Please note that each bid for a racing pigeon starts at one hundred (100) euros including VAT.
3. The User places a bid on the racing pigeon after having read and accepted these General Terms and Conditions of Sale. By placing a bid, the User explicitly acknowledges his obligation to pay if his bid is the highest for the racing pigeon concerned.

#### **The bidding can take place in two ways:**

- Manually: the User bids a single amount, which is higher - if applicable - than the last bid placed. It is possible to make as many manual bids as desired for a racing pigeon within the limit of a maximum outbid amount of 55% of the public value of the racing pigeon.
- Automatically: The User defines a maximum amount, which is higher - if applicable - than the last bid made. A bid of the minimum necessary amount is then made on his behalf. If necessary, automatic bids are then made on his behalf to enable the User to keep the highest bid amount until the defined maximum amount is reached.

If a bid is placed in the last five minutes of the sale. Any User would have an additional five minutes to make a new bid before the sale closes.

#### **10.4 - Gain on sale**

At the end of a period set by the Publisher to place one or more bids, the User who has offered the highest bid for the racing pigeon concerned wins the sale (above and below the "Buyer"). The sale is then considered to have been won.

The User's obligation to pay arises as soon as the User wins the sale. At the request of the Buyer, the racing pigeon put up for sale may be subjected to possible DNA tests, which shall be at the exclusive expense of the Buyer.

If these DNA tests should reveal fraud on the real identity of the racing pigeon sold, the Seller shall be obliged to reimburse the Buyer in full, and the Publisher's commission shall be retained by the Publisher as a penalty clause in compensation for his non-respect, whether voluntary or not, of these General Terms and Conditions of Sale. This reimbursement and the maintenance of the commission are without prejudice to any damages that the Buyer and/or the Publisher may claim. The latter shall also have the right to take legal action against the Seller before the competent courts.

If the racing pigeon put up for sale does not receive any offer, and following a mutual agreement between the Seller and the Editor, this racing pigeon may be put up for sale again.

If there is no buyer, the pigeon shall remain the property of the Seller.

Pigeon-master undertakes to return the title to the property within 15 days of the closing of the sale.

#### **10.5 - Payment**

##### **10.5.1 - Confirmation**

Once the sale has been won, the Publisher shall send the Buyer a confirmation e-mail containing a description of the racing pigeon purchased and the total price of the latter equal to the sum of the amount of his last bid and the costs incurred following this bid, thus enabling him to check the details of his order. The User must then make sure that all the information displayed conforms to that which he has provided as it can no longer be modified after payment of the order.

##### **10.5.2 - Payment and lead time**

The User will then proceed to pay for the sale as soon as possible and at the latest within seven (7) calendar days after winning the auction.

##### **10.5.3 - Means of payment**

The User will pay his order to the Publisher by making a bank transfer to the following account:

**FR76 1027 8027 2700 0898 9740 389**  
**CMCIFR2A**

Once this payment has been made to the Publisher, the latter will deduct a commission of 30% from the price including all taxes. After receiving this amount and cashing its commission, the Publisher will redistribute the remaining 70% to the Seller.

This redistribution shall take place after the Buyer has been delivered and received the carrier pigeon.

#### **10.5.4. Dispatch of the won lot**

The consignment will include the racing pigeon(s) won as well as the property deeds and any other necessary documents.

The dispatch of the won lot(s) shall be effected by the Publisher after the Publisher has obtained from the Seller the racing pigeon(s) to be transported and delivered to the Buyer and the withdrawal period of fourteen days (if applicable) has elapsed.

The transport and delivery costs will be paid by the Publisher and then invoiced to the Buyer.

### **10.6 - Invoicing**

#### **10.6.1 - To the Seller**

The Publisher shall draw up an invoice including the photographic costs for the advertisement of the racing pigeon as well as the amount of his commission on the sales price as provided for in article 10.5.

This invoice shall be payable within ten (10) days from the receipt of the lot won by the Buyer.

If the sale has not taken place, the Seller will be required to pay the photography costs. This invoice will be payable 30 days from receipt of the invoice by the Seller.

#### **10.6.2 - To the Buyer**

The Publisher will issue an invoice for the following amounts:

- The amount of the prize won.
- The transport costs.
- Delivery costs.
- The cost of DNA tests.
- The possible costs of translating the pedigrees.
- And any other costs generated by the shipment of the won prize (for example vaccination costs).

### **ARTICLE 12 - RIGHT OF WITHDRAWAL**

For each lot won, the Buyer does not have a right of withdrawal, insofar as the Seller is a person acting for non-professional purposes.

If the User is a consumer and the Seller is a professional, to exercise the right of withdrawal, the User must notify the Publisher and the Professional Seller of his decision to withdraw using an unambiguous statement within fourteen (14) days from the date on which he won the sale (e.g. letter sent by post, fax or e-mail).

The User may notify the Publisher of his decision to withdraw by using the contact details below:

**SAS PIGEON MASTER**

**Pierre Bockstael**  
**32 rue de Lille**  
**59223 roncq**  
**Email : [pbockstael@lavoixdunord.fr](mailto:pbockstael@lavoixdunord.fr)**

For the withdrawal period to be respected, it is sufficient for the User to transmit his communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

Regardless of the method of communication used to notify the User of his decision to withdraw, it will be up to the User to prove the exercise of his right of withdrawal, in the event of a dispute. (Article L121-21-2 of the Consumer Code).

In the event of the User's withdrawal within the time limit, the Vendor shall reimburse any payment received from the User without undue delay and, in any event, no later than fourteen days from the day on which the Publisher and the Vendor are informed of the User's decision to withdraw.

The Publisher will also be obliged to refund the share he received following the sale of the lot. This refund will be made to the Seller.

Beyond this period, the sums due for reimbursement shall be automatically increased by the legal interest rate if the reimbursement is made no later than ten days after the expiry of the periods set out in the first two paragraphs, by 5% if the delay is between ten and twenty days, by 10% if the delay is between twenty and thirty days, by 20% if the delay is between thirty and sixty days, by 50% between sixty and ninety days and by an additional five points per new month of delay up to the price of the product, and then by the legal interest rate.

The Publisher and the Seller will make the refund using the same means of payment that the User used for the initial transaction unless the User has expressly accepted a different means of refund. In any case, this refund will not incur any costs for the User.

As a consequence of the exercise of the right of withdrawal, the sale made with the User will be completely cancelled. In agreement with the Publisher, the Seller may decide to put his carrier pigeon back on fixed sale or at auction.

### **ARTICLE 13 - LIABILITY AND FORCE MAJEURE**

If the Publisher's liability is retained in the execution of a contract, the latter would then be limited to direct material damage only, to the exclusion of any indirect and/or non-material damage and in particular any loss of turnover, profits, profit, exploitation, reputation, reputation, clientele, action against a third party, commercial and/or economic prejudice and other loss of income. In any event, it is expressly agreed between the Parties that the total liability of the Publisher and the Seller shall not exceed the amount of its commission relating to the lot concerned.

The Publisher shall not be held liable for the non-performance of the sale of the racing pigeon.

The Publisher shall not be held liable for any total or partial non-performance that is due to a case of force majeure, including but not limited to war, internal or external strikes, riots,

storms, earthquakes, floods, fires, technical failures, epidemics, pandemics as well as for all fortuitous events.

#### **ARTICLE 14 - INFORMATION TRANSMITTED BY THE SELLER**

The Seller is solely responsible for the information he will have communicated to the Publisher. Consequently, the Publisher cannot be held responsible for the consequences of any error linked to the transmission of erroneous information.

At the time of the online publication of his advertisement and his registration on the Site, the Seller may be led to choose personal and confidential access codes, used to identify him and to allow connection to his Account to manage his profile, to view his advertisements (sales in progress, sales made).

The Seller expressly undertakes to preserve the confidentiality of his identification code and to take the necessary measures to ensure that no third party, in any capacity whatsoever, has access to his access code and/or password and can thus illicitly access his profile. The Seller expressly undertakes to inform the Publisher immediately in the event of theft, loss or unlawful use of the access code and/or password.

The Seller expressly undertakes to immediately inform the Publisher in case of death, theft or illness of the racing pigeon offered for sale.

#### **ARTICLE 15- PERSONAL DATA**

The personal data communicated by the Seller and the User are intended for the Publisher.

The latter undertakes to respect the confidentiality of these personal data and to process them following the provisions of Law No. 2004-801 of 6 August 2004 on the protection of individuals about the processing of personal data and amending Law No. 78-17 of 6 January 1978 on data processing, data files and individual liberties ("Data Protection Act") and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

The Publisher will use this data to process the requests of the Seller and the User as well as to reinforce and personalise communication, in particular by information letters/e-mails, and finally to personalise the Site according to the preferences noted by the Internet users/buyers.

The Publisher reminds that if the Seller and the User should change their mind and no longer wish to receive certain categories of e-mails, they may at any time configure their choices concerning the sending of e-mails by going to the Site, accessing their profile, and/or thanks to a link that will be present in e-mails of this nature.

When creating or consulting his profile, the Seller may choose to receive by e-mail offers, in particular commercial offers, sent by the Publisher and/or its subsidiaries and concerning its commercial partners, as well as commercial proposals sent by the Publisher's partners.

According to the French Data Protection Act of 6 January 1978 as amended and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the Seller has the right to access, modify, limit, delete, oppose, rectify and transfer personal data concerning

him/her and stored by the Publisher. The Publisher may ask the User to provide a photocopy of his or her identity document or that of the holder of parental responsibility with his or her request.

The Seller may exercise the above-mentioned rights by sending his request (indicating e-mail address, surname, first name, postal address) to the following address Délégué à la Protection des Données, Délégué à la Protection des Données, SAS Pigeon Master 32 rue de Lille 59223 Roncq or by e-mail to the following address: pbockstael@lavoixdunord.fr

## **ARTICLE 16 - RESOLUTORY CLAUSE**

The Publisher may, at its sole discretion and without prior notification of the Seller or the User, suspend access to the Site and/or to the profile mentioned above, in the event of a breach by the Seller or the User of its obligations, in the event of intrusion or damage to the integrity of the Site, or for any other reason and in particular for reasons of a technical nature or Site management.

In the event of non-validation of the payment by the banking services, the resolution of the Sale will take place without further formality. The Publisher may not be held liable for this and it shall be up to the Seller and/or the Publisher, if they see fit, to initiate the proceedings they deem necessary against the defaulting Buyer.

In case of cheating, lack of results in the various pigeon competitions, damage to the image and reputation of the Site and more generally as soon as the Editor deems it necessary, the latter will have the right to break the present agreement with the Seller without the latter being able to claim any compensatory indemnity.

## **ARTICLE 17 - EXCLUSIVITY - RIGHT OF PREFERENCE**

As soon as the announcement of the sale is put online, the Seller shall be contractually bound exclusively for three (3) years with the Publisher for the sale of the carrier pigeon. The Seller may not, therefore, put an identical advertisement for the sale of racing pigeons on a competing site, nor offer it for sale outside the Site.

In case of non-compliance with this exclusivity clause, the Seller shall be deemed to be in breach of its commitments, which shall result in the application of an indemnity equal to 30% of the selling price of the racing pigeon without prejudice to any damages.

At the end of this exclusivity period of three years, the Seller shall grant the Publisher a preferential right to any new sale of the racing pigeons. In this context, he shall propose to the Publisher as a priority any sale of one of his pigeons.

## **ARTICLE 18 - MISCELLANEOUS**

### **- 18.1 - Applicable Law and Competent Jurisdiction**

The General Terms and Conditions of Sale are governed by French law. The interpretation and execution of the present terms and conditions are subject to the jurisdiction of the courts as provided for by law.

**- 18.2 - Prior claim**

In the event of a complaint or dispute, the Seller must first contact the Vendor's Sales Department:

- by post to :

La Voix du Nord - PIGEON MASTER  
Pierre BOCKSTAEL  
8, Place du Général de Gaulle  
59023 Lille Cedex