

Site publisher

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Sole proprietorship
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Intellectual property

All elements of the site and of Inkkarn's creations are protected by copyright and intellectual property law. Any reproduction is prohibited without prior authorisation.

Cookies

The site uses cookies to improve the user experience. By browsing this site, you accept their use.

Article 1 – Scope

This policy sets out Inkkarn's commitments regarding the protection of the personal data of the users of its website and of its clients, in compliance with the GDPR and French Law No. 78-17 of 6 January 1978.

Article 2 – Purposes and legal bases

Data is collected in order to :

- Perform the services ordered (basis : performance of the contract, art. 6.1.b GDPR),
- Manage the client relationship and invoicing (basis : legal obligation, art. 6.1.c GDPR),
- Send commercial communications (basis : consent, art. 6.1.a GDPR).

Article 3 – Rights of individuals

In accordance with Articles 15 to 22 of the GDPR, you have :

- The right of access to your data,
- The right to rectify inaccurate data,
- The right to erasure (right to be forgotten) within the limits provided by law,
- The right to restriction of processing,
- The right to data portability,
- The right to object on legitimate grounds.

To exercise your rights, contact :
ktia.mr@gmail.com. If no response is received, you may refer the matter to the CNIL.

Article 4 – Retention periods

Client data : 5 years after the end of the contractual relationship,

- Prospect data : 3 years from the last contact,
- Connection and cookie data : 13 months.

Article 5 – Security and confidentiality measures

Inkkarn implements all technical and organisational measures to ensure the security and

confidentiality of your personal data against any unauthorised access, modification, disclosure or destruction.

Data is under no circumstances transferred to third parties without your prior consent, except where required by law.

Data hosting for the site is provided by o2switch, which complies with current security standards.

Article 6 – Cookies

When browsing the site, certain technical cookies necessary for the operation of the site may be placed. Analytical cookies are only placed with your consent. Consent given is recorded for a maximum of 13 months.

Article 7 – User commitments and responsibilities

By using Inkkarn's services and providing your personal data, you expressly accept :

- Respect for fundamental rights :
You undertake to respect all fundamental rights, the right to one's image, the right to privacy and the freedoms of the company Inkkarn. Any defamation, disparagement or insult is prohibited and punishable under the provisions of the Criminal Code.
- Accuracy of information :
You guarantee that all personal information provided is accurate, truthful and up to date.
- Respect for intellectual property :
You undertake to respect Inkkarn's intellectual property rights.
- Mutual confidentiality :
You undertake to maintain the confidentiality of the information, methods and creative processes shared during the collaboration.
- Penalties :
Any breach of these commitments may result in the immediate suspension of services and legal proceedings.





Article 1 – Scope

Inkkarn is a French sole proprietorship, registered with the Perpignan Trade and Companies Register under SIRET number 908 497 449 00029, NACE code 7410Z.

These general terms and conditions of sale and use apply to all creative services, from the sale of products to custom commissions.

Article 2 – Intellectual property

In accordance with the French Intellectual Property Code (CPI) of 1 July 1992, and in particular Articles L.112-1 and L.112-2 thereof, all graphic and design work produced by Inkkarn is protected as a work of the mind.

Works of art and written works are protected by copyright from the moment of their creation, in accordance with Articles L.111-1 et seq. of the CPI. Any reproduction, representation, modification or adaptation, in whole or in part, is prohibited without the prior written authorisation of Katia Moogin, author of everything that makes up the company Inkkarn.

The purchaser or commissioning party undertakes to comply with :

- The Law of 11 March 1957 on literary and artistic property,
- The Law of 14 July 1909 on designs and models,
- Neighbouring rights arising from the Law of 3 July 1985,
- The provisions of the CPI relating to moral rights (art. L121-1 et seq.), which are perpetual, inalienable and imprescriptible.

The economic rights assigned (reproduction rights and representation rights) are strictly limited to the conditions set out in the quotation and the contract for the assignment of exploitation rights. Any use exceeding the contractual framework will be subject to prosecution for infringement.

Article 3 – Ordering, delivery and payment

In accordance with Article L.221-5 of the French Consumer Code, Inkkarn undertakes to provide the services ordered.

In return, the client undertakes to pay the agreed amount in full.

For any type of order, the accepted means of payment are: cheque, bank transfer, cash (within the legal limit) and, where applicable, payment by secure link.

Loyal clients may benefit from offers and discounts suited to them, in accordance with the conditions in force.

In the event of late payment, penalties will apply in accordance with Article L.441-6 of the French Commercial Code.

The delivery time varies depending on the type of medium, the mode of transport, insurance costs (protection of the work) and the destination. These elements are defined at the time of the order and specified in a quotation.

Regarding custom commissions :

- A deposit of 30% is paid initially.
- The balance (70%) is due on final delivery.
- Given the current economic situation, payment in several instalments may be considered, independently of the initial deposit.
- Delivery arrangements are defined by mutual agreement between the parties ; the corresponding costs are included in the quotation.

Regarding available creations :

- Creations are available while stocks last. For made-to-order products, lead times and availability are specified at the time of the order.
- Delivery arrangements are communicated at the time of purchase.
- Shipping costs are added to the total price of the order, in accordance with the rates in force.



Article 4 – Creative process, validation and modifications

For a custom commission, the creative process includes two essential validation phases : the proposal and the final production. Between these two stages, rounds of modifications may be requested.

Two hours of modifications are offered per validation phase. Beyond that, any additional hour is billed at €20 excl. tax, added to the balance incl. tax of the commission.

The client has a period of 7 working days to validate each stage (or any other period agreed between the parties). After this period, the proposal is deemed accepted by the client.

If the proposal phase is not validated before the start of the final production, the project is considered interrupted at the client's initiative. In this case, the 30% deposit paid is retained by Inkkarn as compensation for the work already carried out.

Article 5 – Reciprocal obligations

The client undertakes to provide in due time all elements (brief, content, access) necessary for the proper performance of the commission.

Inkkarn undertakes to meet the agreed deadlines, to carry out the order with professional diligence and to inform the client of the progress of the work.

The parties mutually undertake to keep confidential the information exchanged during their collaboration.

Article 6 – Client personal data

In accordance with Regulation (EU) 2016/679 (GDPR) and French Law No. 78-17 of 6 January 1978 on information technology, files and freedoms, personal data collected in the course of the commercial relationship is processed solely for the performance of the commission, the management of the client relationship and invoicing.

The legal basis for processing is the performance of the contract (art. 6.1.b GDPR).

Data is retained for the duration of the contractual relationship, then for 5 years for evidentiary and commercial purposes (art. 2224 of the French Civil Code), unless the client legitimately objects. It is not transferred to any third party, except where required by law or with the client's express consent.

The client has the right to access, rectify, delete, restrict and object to the processing of their personal data. These rights may be exercised at any time by written contact at the following address : ktia.mr@gmail.com.

Article 7 – Archiving as evidence

In accordance with Article 1366 of the French Civil Code, Inkkarn archives quotations, order forms and invoices on a reliable and durable medium constituting a faithful copy, for a period of 10 years.

In accordance with copyright and representation rights (partially assigned during a design commission by the contract for the assignment of exploitation rights), Inkkarn archives a copy or representation of its creations as proof of authenticity, brand memory, and commercial and communication tool (portfolio, exhibition and promotional materials). Unlike accounting documents, the archiving of works is not subject to any legal limitation period : their retention is unlimited in time.

Article 8 – Right of withdrawal and refunds

In accordance with Article L.221-18 of the French Consumer Code, the client has a withdrawal period of 14 days from the conclusion of the contract for custom commissions and made-to-order creations. For orders of existing works (shop), this period is reduced to 7 days from validation of the order, and not from receipt of the product.

This right of withdrawal does not apply to service contracts where the services have been fully performed before the end of the withdrawal period, and performance began with the client's express agreement.

It also does not apply to personalised or made-to-measure products.



Refunds are only possible in the following cases :

- The work is damaged during transport, subject to proof (photos, report, etc.) and a declaration within 3 working days of receipt.
- The product delivered does not correspond to the order (lack of conformity).

Outside these cases, no refund will be granted, in accordance with the applicable legal provisions.

Article 9 – Liability

Inkkarn may not be held liable for inconveniences or damage inherent in the use of the Internet, in particular a service interruption, external intrusion or the presence of computer viruses.

Likewise, Inkkarn declines all liability in the event of non-compliance with the legislation of the country where the service is delivered : it is the client's responsibility to verify with the local authorities the possibilities of using the services ordered.

Inkkarn implements all reasonable means to ensure the quality and conformity of the services provided. However, Inkkarn may not be held liable in the event of non-performance or poor performance due to the client's fault (in particular : provision of inaccurate information, failure to validate within the deadlines, non-compliant use of the deliverables).

Inkkarn may also not be held liable for deterioration, alteration or damage caused to products by the client, whether through misuse, negligence or deliberate intent to damage.

Inkkarn may not be held liable for indirect damage (loss of data, loss of customers, commercial loss, etc.) resulting from the use of the services or creations provided.

In any event, Inkkarn's liability is limited to the total amount incl. tax invoiced for the commission or sale concerned.

Inkkarn may not be held liable in the event of delay or non-performance due to a case of force majeure (in accordance with Article 1218 of the French Civil Code) or to a failure attributable to a third party (printer, carrier, host, etc.) over which Inkkarn has no direct control.

Article 10 – Disputes and applicable law

In the event of a dispute relating to the interpretation, performance or termination of these general conditions, the parties undertake to seek an amicable solution within 30 days of receipt of a written complaint.

Failing amicable agreement, the dispute will be submitted to the exclusive jurisdiction of the courts of Perpignan, unless otherwise provided by law. For clients located abroad, the competent court will be that of the defendant's place of domicile or, failing that, a court designated in accordance with the rules of private international law.

These general conditions are governed by French law, to the exclusion of its conflict-of-law rules.

Article 11 – Amendments to the general conditions

Inkkarn reserves the right to amend these general conditions at any time. Any amendment will be notified to you by email if you have placed an order or are a regular client. Amendments take effect on the date of their publication on the site inkkarn.com. Any order or commission carried out after this date is subject to the new conditions.