

GENERAL TERMS AND CONDITIONS

§ 1 Area of application

For all orders via our online shop, the following General Terms and Conditions apply in the version valid at the time of the order.

§ 2 Contracting parties, conclusion of contract

2.1 Contract partner

The purchase contract is concluded with ARTISTRY'S GmbH. By placing the products in the online shop, we make a binding offer to conclude a contract for these articles. The customer can only buy or bid for the products if the customer has previously registered.

2.2 Purchase of Products in the Online Shop

When purchasing products in the online shop, customers are informed before sending their binding order about our general terms and conditions, cancellation policy, the price including VAT and any shipping costs. The contract is concluded when the customer accepts the offer for this product by clicking on the order button. Immediately after sending the order, a secure website of a payment provider opens where the customer can select the desired payment method and make the payment. Afterwards the buyer receives another confirmation by e-mail together with the invoice. All further details regarding pickup or delivery by the customer will be dealt with by direct contact.

2.3 Auctions of products in the online shop

The auctions take place online; the starting price corresponds to the starting price stated in the online shop. The hammer will be awarded to the highest bidder, provided he offers at least the stated bid price (minimum price). The purchase contract is concluded as soon as the customer's last bid at the end of the auction period is the highest bid. If this is the case, the customer will receive a confirmation e-mail with a link to the payment page immediately after the end of the auction. All further details regarding pickup or delivery by the customer will be dealt with by direct contact.

§ 3 Contract language, contract text storage

The language available for the conclusion of the contract is German or English.

We save the text of the contract and send you the order data and our general terms and conditions by e-mail. You can view the contract text in our customer login.

§ 4 Delivery, Terms of Delivery, Shipping Costs

Unless otherwise agreed, delivery shall be made to the address of the customer or to the delivery address specified by the customer.

Information on the delivery period is non-binding unless the delivery date has been bindingly agreed as an exception.

In addition to the stated product prices, additional shipping costs may be incurred depending on the delivery address. Details are to be found on the homepage under <https://www.artistrys.com/en/Buyers-Information/Shipping-Cost.htm>

§ 5 Transport damage, warranty

The buyer has to check the packaging and the goods immediately for damages and to complain to the deliverer as soon as possible. Please also contact us immediately. The failure of a complaint or contact has no consequences for your legal claims and their enforcement, especially your warranty rights. However, you help us to be able to assert our own claims against the carrier or the transport insurance.

Pictures, printed matter, photographs, laminations and frames may not be exposed to direct sunlight, either in whole or in part, nor may they be hung directly over heaters or exposed to humidity exceeding the level of normal living spaces. Therefore, pictures, printed matter, photographs, laminations and frames are not suitable for outdoor areas, cellars, bathrooms and kitchens or other areas with excessive humidity and air temperature or UV radiation. Art objects, especially laminations with UV protective film or acrylic glass and wooden frames, are very sensitive to scratches and stains and may therefore only be handled with gloves or comparable protection.

Colour deviations between the delivered goods and the representation on the homepage are due to technical reasons and do not constitute a fault.

ARTISTRY'S does not assume any warranty for improper handling and also for the irreversible process of change due to environmental influences. Otherwise, the warranty provisions of law shall apply.

Warranty claims for damages caused by slight negligence on the part of ARTISTRY'S are excluded.

§ 6 Payment, default

6.1 The purchase price is due for payment immediately after purchase or knockdown at the end of the auction. After the purchase or knockdown after the end of the auction you will receive a confirmation by email. Payment in our online shop is made by direct bank transfer or by credit or debit card via a secure link via a payment provider.

If payment is not made within 48 hours, the customer is in default of payment. ARTISTRY'S is thus entitled to withdraw from the contract immediately and without stating any further reasons; any damages caused by the default in payment shall be borne by the defaulting customer.

6.2 The delivered goods remain the property of the artist or the seller until complete and final payment has been made. The delivery and the transfer of ownership with regard to the purchased or auctioned objects shall only take place after full payment of the purchase price including all interest, fees and costs.

6.3 In addition to the purchase price, the statutory resale right fee shall be charged, if applicable. The resale right remuneration shall amount to 4% of the first EUR 50,000 of the highest bid (less any value-added tax on any commission paid by the seller), 3% of the further EUR 150,000, 1% of the further EUR 150,000, 0.5% of the further EUR 150,000 and 0.25% of all further highest bids exceeding EUR 500,000, but not more than EUR 12,500 in total. No resale right levy shall be charged for highest bids of less than EUR 2,500. The royalty is paid to the artists, their heirs or collecting societies commissioned by them.

§ 7 Collection, processing and use of personal data

The data and information we receive from you help us to personalise and continually improve your shopping experience with us. We use this information for the processing of orders, the delivery of goods and the provision of services as well as the processing of payments (in the case of invoice) for necessary checks. We also use your information to communicate with you about your orders, products, marketing offers or the newsletter.

§ 8 Revocation, Returns

You buy with all on-line orders without risk: You can revoke your order within 2 weeks without indication of reasons in text form (e.g. letter, fax, E-Mail) or also by return of the commodity. The timely dispatch of the revocation or the goods suffices to comply with the revocation period. The revocation must be addressed to ARTISTRY'S.

In the event of an effective revocation, the services received by both parties shall be returned. If you cannot return the received goods to us in whole or in part or only in a deteriorated condition, you must compensate us for the value of the goods. For the deterioration of the goods and for benefits drawn, you must only pay compensation if the benefits or the deterioration is due to a handling of the goods that goes beyond the inspection of the characteristics and functionality. Testing the properties and functionality" means testing and trying out the respective goods, as it is possible and customary in a retail shop. In addition, you can avoid the obligation to pay compensation by not using the goods as an owner and by refraining from doing anything that could impair their value. In the case of laminations and frames, these are in particular scratches, stains and fractures, which all amount to a total loss. For protection, goods are to be returned only in the original special packaging on arrival, using all protective materials. The costs of returning the goods shall be borne by the customer.

§ 9 Applicable law, place of jurisdiction

Austrian law shall apply excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction is Vienna.

§ 10 Settlement of disputes

The European Commission provides a platform for Online Dispute Resolution (OS), which can be found here: <https://ec.europa.eu/consumers/odr/>

We are not obliged or prepared to participate in a dispute resolution procedure before a consumer arbitration board.

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