

## **Standard terms and conditions Terms of Service**

### **1. General statement**

The following terms and conditions apply to any type of order placed on our website.

The contract between the German company KUNSTKOPIE.DE Hardy Schulz e.K. and the customer strictly follows standard terms and conditions of KUNSTKOPIE.DE. Variations of the customer's standard terms do not apply. All special arrangements outside the standard product offering must be submitted in written form.

The customer is required to provide details requested on the order form (name, address etc.), truthfully and as complete as possible; any damage or expense resulting from false or incorrect information provided by the customer becomes the sole responsibility of the customer.

### **2. Contracting parties and purchase contract**

The purchase contract is made between the customer and KUNSTKOPIE.DE Hardy Schulz e.K (referred as "KUNSTKOPIE.DE company"). You can find more information in the "About us" section. Also, you can reach our customer service for further questions or complaints.

Displaying our products online through our website does not constitute a contractual purchase. When you place your order in the check-out section of our website, you are indeed making a contractual transaction. Your order confirmation will be sent immediately by e-mail, along with a detailed recap of all the products you purchased. We can also send you an e-mail confirmation separately or along with your shipment.

#### **Special feature of hand-painted oil paintings:**

For hand-painted oil paintings, a feasibility check must be carried out after each order. We can only accept it when we release the picture for the painting order. Even during the course of the reproduction, it can be determined that an ordered oil painting cannot be implemented and completed.

Therefore, in the case of hand-made oil paintings, acceptance ALWAYS takes place only when we hand them over to the shipping service manager.

This special feature applies to all payment methods that can be selected in the shop.

If an order is not feasible, we will cancel it and all related items Payments and reservations promptly.

### **3. Delivery conditions**

Besides the price of the products, there is an extra fee for shipping. The exact amount for the dispatch is automatically indicated during the ordering process.

No shipments are made in any parcel drop off point.

The amount of time necessary for manufacturing and delivering of your order are indicated during the ordering process in our website. Due to the nature of our products (custom manufacturing, personalized and individual production), the manufacturing date can be extended (especially in case of difficulties for producing a printed or painted reproduction). If deadlines are extended, the customer will be notified by email. The period indicated for the production cannot double the deadline previously announced.

The delivery time indicated depends on the carrier you choose.

### **4. Payment**

Payment methods vary depending on the place of delivery (State or country) and the quantity of products ordered. More information about the different payment methods will be provided on our website when completing the purchase.

## 8. Right of withdrawal

Clients can benefit the right of withdrawal as described below. Professional clients cannot benefit from any right of withdrawal.

The European Commission provides an online dispute resolution (OS) platform, available here <https://ec.europa.eu/consumers/odr/>.

To participate in a dispute settlement procedure before a consumer dispute resolution body we are not committed and not ready.

## 5. Title retention

All the goods will remain as KUNSTKOPIE.DE property until the client pays the total amount of purchased products and their respective shipping fees.

## 6. Damages during shipping

If you think the product and its package were damaged during shipping, you must inform the postman / shipping company employee about it (for example, report the damage on the delivery note) and contact us immediately. However, if you forget to report the damage, you won't be able to benefit from any right or compensation. This report allows us to corroborate more easily if our guarantees for damage during shipping can be applied.

## 7. Guarantees

1. Any defects on the products, omissions or errors regarding the order must be notified by the customer when receiving it. In order to take errors or defects into account, they must be reported by any means to KUNSTKOPIE.DE society; this report must be made within 14 days (fourteen) starting on the delivery date.
2. The report of a defect on the product, omissions or errors regarding the order may be sent either by email, via the contact form available on our website, or you can send a handwritten letter through the post service.
3. All the costs regarding the return of defective products will be settled by KUNSTKOPIE.DE. It is mandatory to use the original packaging to return the defective product.
4. In case of defects on the product, omissions or errors regarding the order assessed as the entire responsibility of KUNSTKOPIE.DE, the company engages to find a solution for this situation and, if it is impossible to correct the defect or omission, a new production of the initial order will be carried out with no additional cost for the customer.
5. KUNSTKOPIE.DE does not guarantee the processing of returned products if there is no substantial difference between the product in our website and the delivered product. Slight variations of tones, colors and size on oil painted reproductions or print supports are indeed inevitable.
6. Online images represent only a global insight of reproductions and prints (made by KUNSTKOPIE.DE). Moreover, the quality of the images displayed on a computer screen does not always accurately reflect the actual quality of printed reproductions.
7. Reproductions sold by KUNSTKOPIE.DE are printed and made following the rules of art, using technical resources, tools and products traditionally used for professional printing. KUNSTKOPIE.DE guarantees the quality of all the materials used within the limits of the resistance properties clearly mentioned in our website.

**NOTE: Some paintings and artworks have signs of aging or have not been preserved in the best conditions. Being part of the original artworks, these characteristics are present in the slides we use for printed reproductions and we do not have the right to edit or retouch them, so no claim will be accepted for this type of cases.**

## **9. Rights of use**

1. All the images on our website cannot be copied, edited or appear in other media without prior approval of the company KUNSTKOPIE.DE.
2. Printed reproductions by KUNSTKOPIE.DE are only for personal use or for private interior decoration. Any other use requires a prior authorization by KUNSTKOPIE.DE.
3. The customer has no right to reproduce or manufacture, either directly or through a third party, KUNSTKOPIE.DE products for commercial use.

## **10. Uploaded images and copyright**

1. KUNSTKOPIE.DE guarantees that digital images uploaded for printing are used for this purpose only.
2. The customer provides KUNSTKOPIE.DE the copyright of any digital image uploaded for printing.
3. KUNSTKOPIE.DE has the right to make a counter-claim on warranty obligations for all kinds of complaints, appeals, claims or actions that could be carried out by authors, co-authors or publishers, and any third party or legal entity likely to assert its rights or claiming any damage under any circumstances, for any digital image uploaded in order to be printed.

## **10. Customers' obligations**

1. The processing of the image material supplied by the customer takes place in the context of an automated procedure without examination and correction by KUNSTKOPIE.DE. By uploading files, the customer confirms that he has the right to distribute and reproduce the contents and materials of this file, in particular that he possesses the necessary copyright rights and, if necessary, with the consent of the persons depicted i.S.d. § 22 Art Copyright Act.
2. In particular, the customer guarantees that the uploaded image file does not contain violence-glorifying, inciting, racist, pornographic or child pornography content. Customer also acknowledges that no laws protecting youth or criminal laws are violated and that the templates do not infringe any copyright, trademark or other proprietary rights of third parties, general privacy rights or any other rights.
3. If KUNSTKOPIE.DE is claimed by a third party for the processing of a picture uploaded by the customer for injunctive relief, damages or in any other way, the customer is obliged to indemnify KUNSTKOPIE.DE from these claims.
4. The customer confirms that he will use the image for private, decorative use only.

## **11. Territoriality**

If the customer is a professional merchant according to the German legislation, the place of execution and jurisdiction is the city of Hamburg, Germany.

The UN Convention on Contracts for the International Sale of Goods applies to any other situation.