

Standard terms & conditions

Following are our Standard Terms & Conditions. Please print a copy for your records.

§ 1 General

- i. The contract between KUNSTKOPIDE.DE and the customer strictly follows standard terms of KUNSTKOPIDE.DE. Variations of the customer's standard terms do not apply. All special arrangements outside of the standard product offering must be submitted in written form.
- ii. 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 Contract

- i. Products offered by KUNSTKOPIDE.DE via the internet or other media and the order form do not constitute an order, but are a request for the customer to place such an order, which KUNSTKOPIDE.DE can in return accept. Submission of the completed order form is considered as placing an order.
- ii. The customer is obligated to accept ordered product for a period of 8 weeks. The period starts with the day of the order.
- iii. The offer of the customer has not to be accepted by KUNSTKOPIDE.DE; in the direct supply, the delivery of the contractual item to the carrier or the post office, is to be seen as the acceptance of the order.
- iv. Prices are based on the KUNSTKOPIDE.DE published price list and price structure at the time of order placement.
- v. All prices include packaging charges.

§ 3 Delivery

- i. Shipping charges are spelled out in the delivery terms and on the order form.
- ii. The standard delivery time can be extended due to acts of god or failure of delivery by one or more of KUNSTKOPIDE.DE's vendors.
- iii. Our prints are professionally packaged and submitted to a parcel service which then will deliver the product.
- iv. Delivery will be attempted up to three times. After the third failed delivery attempt the product will be returned to Art-prints-on-demand. Any additional shipping charges become the responsibility of the customer.
- v. The delivery of the product by the parcel service is attempted on workdays only (Monday-Friday).
- vi. All standard payment and delivery terms apply.

§ 4 Warranty

- i. Customer has the right to return incorrect or defective merchandise. Claims have to be made within 14 days after delivery. Complaints can be in form of e-mail with our contact form. We will establish contact within 24 hours after receipt of complaint. Should the customer withdraw the complaint the merchandise will be considered accepted and delivered.
- ii. On Standard products, which are posters where sizes and substrates are not changeable, we offer a 14 day return period for undamaged or unaltered merchandise. This right for return doesn't concern posters transferred on canvas.
- iii. Returns are not accepted on any custom products, because art prints and custom frames are produced and assembled based on the customer's choices.
- iv. KUNSTKOPIDE.DE is not liable for insignificant deviations of the delivered product compared to product descriptions. Insignificant deviations like slight variations in color, size and the substrate texture are expected due to technology applied. Such insignificant deviations do not entitle the customer to return merchandise. Appearance of products can vary compared to on screen appearance due to different graphic cards, monitors or browsers.
- v. All materials used are standard trade products and we can only guarantee inks, substrates and fade resistance based on vendor-supplied information.

§ 5 Property Rights

Our terms and conditions [ID: 20080124] with Art-prints-on-demand.com [ID: 2007120312]

- i. All products remain the property of KUNSTKOPIDE.DE until full payment has been received inclusive all shipping charges.
- ii. If the customer sells the commodity of KUNSTKOPIDE.DE standing under retention of title, then he has to pass the retention of title on. If it comes however to an acquisition in good faith by third, because the customer of KUNSTKOPIDE.DE did not reveal the retention of title during the sale, then the customer is obligated to pass on the received surrogat or surrender the demand against the contracting party to KUNSTKOPIDE.DE.
- iii. The customer has to announce immediately access of third to retention of title commodity of KUNSTKOPIDE.DE.
- iv. If the customer does behave contrary to contract, in particular with delay of payment, and does not react on reminder, then he has to hand out the commodity of KUNSTKOPIDE.DE standing under retention of title. The customer carries the additional shipping costs.

§ 6 Payment

- i. Standard payment and delivery terms are in effect.
- ii. Schulz & Schulz GbR may request advance payment under certain conditions.

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§ 7 Governing Law

1. Place of fulfilment and jurisdiction is Hamburg.
2. All transactions and the standard terms and conditions are governed by the laws of the Federal Republic of Germany.