

## Terms & conditions

The purpose of the following General Terms and Conditions is to inform customers of the website [www.myartprints.co.uk](http://www.myartprints.co.uk) about the existing relationship and connection between the website [www.MyArtPrints.co.uk](http://www.MyArtPrints.co.uk) (hereafter referred as "MyArtPrints.co.uk") and the company Schulz & Schulz Gbr (hereafter referred as "MyArtPrints.co.uk"). Each customer of MyArtPrints.co.uk shall print the applicable General Terms and Conditions on the day of any purchase processed on the website.

### § 1 General

- I. The following contract between MyArtPrints.co.uk and its customers is ruled by the General Terms and Conditions described hereafter. We reserve the right to change these terms and conditions at any time. Any modification coming from customers is not enforceable and does not have any effect on the existing contract.
- II. Each customer must provide MyArtPrints.co.uk with accurate and valid information (name, billing address, delivery address, product features, print material and size, etc...) required during the order process. Each customer remains responsible for any damages caused by the information he provided to MyArtPrints.co.uk in the order form (mistake, inaccuracy, omission) ; as an example, customers will support the consequences of any late delivery including without limitation the financial damages caused by a delivery to a wrong address.
- III. Customers are forbidden to copy, trade, sell, directly or through a third party, the products of MyArtPrints.co.uk.

### § 2 Contract

- I. Products presented by MyArtPrints.co.uk or on any other affiliate website are not for sale. However, each customer can propose to buy some of these products from MyArtPrints.co.uk by filling an order form available on MyArtPrints.co.uk. MyArtPrints.co.uk has the right to accept, or refuse any order form, without any justification. In any case, an order confirmation does not force MyArtPrints.co.uk to deliver the ordered products.
- II. Each customer's order remains valid during 4 weeks from the date of the order processed on MyArtPrints.co.uk. From the day of the order, and until the expiration of the 4 weeks period, any order remains binding for a customer who, as a result, shall pay any outstanding invoice and accept any product(s) ordered ; such customer's obligations are applicable and enforceable from the date customer has filled and processed the order form on MyArtPrints.co.uk. From the day the order has been confirmed, confirmation meaning acceptance from MyArtPrints.co.uk of the order form, the sale and purchase contract is formed and the customer must pay any invoice and accept the ordered product(s); the customer commits to such obligations for the duration of the sale and purchase contract, and from the date MyArtPrints.co.uk has accepted the order processed by the customer on MyArtPrints.co.uk.
- III. MyArtPrints.co.uk has the right to refuse at its own discretion the order form processed by a customer. However, as soon as the order form has been confirmed by email, the customer can not cancel neither its order nor any of its obligations under the sale and purchase agreement.
- IV. The selling prices invoiced to customers match the prices displayed by MyArtPrints.co.uk, on the day of the order.
- V. The products selling prices displayed on MyArtPrints.co.uk are VAT inclusive but do not include packaging, shipping and delivery costs.
- VI. By the only effect of ordering a product on MyArtPrints.co.uk, each customer accepts the applicable General Terms and Conditions of the sale and purchase contract on the day of the order ; each customer receives an order confirmation by email, such email being the only document that will be communicated to him to confirm the acceptance by MyArtPrints.co.uk of his order. Such document

## Our terms and conditions with [www.MYARTPRINTS.CO.UK](http://www.MYARTPRINTS.CO.UK)

only mentions the information sent by the customer, and related to the order processed on MyArtPrints.co.uk. General Terms and Conditions can be printed or downloaded from [www.myartprints.co.uk](http://www.myartprints.co.uk), on the day of the order.

### § 3 Delivery

- I. Shipping and Delivery costs are indicated in the delivery conditions (see page Shipping on MYARTPRINTS.CO.UK) and are mentioned in the order form.
- II. Once the ordered products have been delivered by MYARTPRINTS.CO.UK to the courier company chosen by MYARTPRINTS.CO.UK, MYARTPRINTS.CO.UK is not responsible anymore for the shipping and the delivery of the ordered products.
- III. MYARTPRINTS.CO.UK will not indemnify any customer for a damage caused by a late delivery due to circumstances beyond its control or any other circumstances affecting the courier company chosen by MYARTPRINTS.CO.UK.
- IV. The ordered products are printed and packed by and under the responsibility of MYARTPRINTS.CO.UK, and then transferred for delivery to one or several courier companies specialised in safe delivery ; such courier companies are freely chosen by MYARTPRINTS.CO.UK.
- V. A maximum of three delivery tries will be carried out by the applicable courier company. In case of failure to deliver on the third try, the ordered products(s) will be returned to MYARTPRINTS.CO.UK address. Another delivery tentative will be processed at the customer's expenses should he explicitly require it.
- VI. Any damage or excessive late delivery incurred during the transportation of the ordered product must be notified by the customer by any means to MYARTPRINTS.CO.UK.
- VII. The delivery of a product by the courier company is attempted on workdays only (Monday to Friday).
- VIII. All standard payment and delivery terms apply.

### § 4 Guarantee

- I. Each customer has the right to return incorrect or defective merchandise. Claims have to be made within 14 days after delivery. Complaints should be in the form of an email with MyArtPrints.co.uk contact form. MyArtPrints.co.uk will make its best efforts to establish a contact within 24 hours after receipt of the complaint. Should the customer withdraw the complaint the merchandise will be considered as accepted and delivered.
- II. In the context of a customer's request related to incorrect or defective merchandise MyArtPrints.co.uk can force the customer to return the product for further expertise. Should MyArtPrints.co.uk acknowledge that the merchandise is incorrect or defective, MyArtPrints.co.uk will make its best efforts to repair such damage or ultimately replace the incorrect or defective merchandise, without any additional costs to the customer.
- III. MyArtPrints.co.uk 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.
- IV. All materials used are standard trade products and MyArtPrints.co.uk can only guarantee inks, substrates and fade resistance based on vendor-supplied information

### § 6 Property rights

- I. All products remain the property of MYARTPRINTS.CO.UK until full payment has been received including all shipping charges.

### § 7 Returns and cancellations

- I. Standard products are posters where sizes and materials are not changeable.

## Our terms and conditions with [www.MYARTPRINTS.CO.UK](http://www.MYARTPRINTS.CO.UK)

- II. On Standard products, MYARTPRINTS.CO.UK offers a 14-day return period for undamaged or unaltered merchandise. Each customer can cancel the contract on Standard products within two weeks without giving any reason by (i) informing MYARTPRINTS.CO.UK by mail, e-mail, fax or the contact form on the web site and (ii) by returning the product, unless the customer is acting as an agent or distributor for others. The two-week period begins with receipt of product. To qualify for the return the customer must send the cancellation and the product within the two-week period.

Products need to be shipped to the following address:

**KUNSTKOPIE.DE - Hardy Schulz**  
**Haferweg 46**  
**22769 Hamburg**  
**DEUTSCHLAND**

- III. Returned products should be shipped in perfect condition and returned in the original packaging. On returns valued at under £35 the customer is responsible for shipping charges if the ordered product matches the delivered product. Otherwise the return will be paid for by MYARTPRINTS.CO.UK. MYARTPRINTS.CO.UK will organise the retrieval of the parcel.

- IV. Returns are not accepted on any customised products, because art prints and customised frames are produced and assembled based on the customer's choices

### **§ 8 Copyright**

- I. All Images contained on this website are copyrighted property of their respective owners. All rights are reserved.
- II. Duplication of our prints in any form is strictly prohibited. A permission is required for using our art prints in TV productions or other public releases (book, ).

### **§ 9 Applicable Law**

- I. Place of fulfilment and jurisdiction is Hamburg (Germany).
- II. existing Standard terms and conditions are governed by the laws of Germany.