

Terms and Conditions

Elisa's World of Art

These general terms and conditions also include the
Personal Data Statement

In these general terms and conditions I explain my rules and you can read about your and mine rights and obligations. Read this document carefully. If you have any questions regarding these conditions, you can contact me via info@elisasworldofart.com or via the [contact form](#). For the readability of this document I have used the "I-form". Where "I" or "my" is used, I mean: Elisa's World of Art, located at Johannes Postlaan 39 in Heerjansdam.

Elisa's World of Art is **not yet** registered with the Chamber of Commerce.

1. Validity of general terms and conditions

- 1.1 These general terms and conditions are valid for all assignments I carry out, quotations that I issue and offers that I communicate. Or for those matters of which I indicate that these general terms and conditions apply.
- 1.2 Deviations from these general terms and conditions are only valid if they have been recorded and agreed in writing between me and the buyer. This can also be done by e-mail.
- 1.3 If a clause in these general terms and conditions is no longer valid, for example on the basis of the law or due to cancellation, the other clauses in these terms and conditions will remain valid. We will then discuss a new clause that will replace the invalid one. This will always be in line with the purpose of the previous clause and the content of these general terms and conditions.

2. Prices and payment

- 2.1 I communicate my prices and offers on my website.
- 2.2 My prices always include VAT. If you decide to have the painting shipped by me, there will be additional packaging and shipping costs.
- 2.3 I always provide a no-obligation quotation for commissioned paintings.
- 2.4 My quotations, prices or offers do not apply to future assignments or offers.
- 2.5 Full payment must be made before the order will be sent.
- 2.6 At the moment it is not possible to make a payment via Ideal. An invoice must be paid by bank transfer.
- 2.7 Even if you want to collect a painting in person, the invoice must be paid in full in advance before the work will be handed over. It is not possible to pay the invoice in cash.
- 2.8 The painting becomes your property if you have paid me the full amount of the invoice, on the understanding that the copyright remains with me as an artist (see also point 6 Intellectual property).

3. Establishment of an agreement for the online purchase of paintings

- 3.1 I offer paintings and other products on my website. The moment you place an order and agree to my terms and conditions, the agreement for the purchase of the painting is concluded.
- 3.2 Once the purchase agreement has been concluded, you are obliged to transfer the invoice amount. I myself am obliged to send you the painting after the invoice has been paid.
- 3.3 If the invoice is not paid within the payment term plus two weeks, I will consider the purchase agreement dissolved and offer the painting for sale on the site again. You will be notified of this.
- 3.4 These general terms and conditions form part of the purchase agreement.

4. Reflection period and terms for returning the painting

- 4.1 Only if you have made an online purchase are you entitled to a reflection period of 14 days.
- 4.2 You do not have the right to a reflection period if you personally pick up the painting after an appointment with me. You can view the painting with me and then decide whether you want to buy it or not. If you do not want the painting, the purchase agreement will expire and I will refund the invoice amount within 2 weeks to the account you used for the payment.
- 4.3 If it concerns a painting that was commissioned by me, you are not entitled to a reflection period. You do, however, have the option of having changes made during the making of your painting. See the section on “commissioned paintings” further on in these general terms and conditions.
- 4.4 The reflection period starts from the moment you receive the painting. I hereby keep the date of delivery of the postal service.
- 4.5 During the 14-day reflection period, you can indicate by email to sales@elisasworldofart.com that you want to end the agreement. You must return the painting undamaged in its original condition by post or bring it back to me personally. The costs for returning are for your account.
- 4.6 You will receive your money back within 14 days after the painting has been returned.
- 4.7 I will refund the money to the account with which you paid for the painting.
- 4.8 The date of receipt will be the date on which the postal service has delivered it to you.

5. Commissioning a painting

- 5.1 If you want to commission a painting, please contact me via the contact form. I will then contact you (by phone is the easiest, so enter your telephone number) to discuss your wishes.
- 5.2 During this conversation you indicate what kind of painting you want to have made (the image, which medium and size). I will discuss the options with you and how much time I think I will need to complete the painting.

- 5.3 You will receive a no-obligation quotation for a painting on commission. There is only an order if you agree with my quotation and I have confirmed the order in writing (by email).
- 5.4 You must always let me know in writing that you agree to the quotation. This can also be done by email.
- 5.5 After the approval, you will receive an invoice from me. Only after receipt of a 35% deposit will I start on your custom painting. When the painting is ready, you pay the other 65% of the invoice amount.
- 5.6 With a painting on commission, you are not entitled to the 14-day reflection period or to the right to return the painting and have the payment refunded. During the sketching phase and in the first phase of painting you do have the opportunity to indicate if you want something changed.
- 5.7 I will only start on the original painting when I have an agreement (in writing) from you that the design is as you want it. I will make the painting on the basis of this last sketch.
- 5.8 If you cancel your purchase after the design or the sketching phase of your painting, you do not have to pay the 65% of the invoice amount. The 35% you have already paid will not be refunded. After all, I've already had hours of work on the design and bought materials for this special painting. After the painting is completed, you can no longer cancel the purchase and you must pay me the outstanding amount (which is 65% of the invoice).
- 5.9 It takes approximately 8 to 12 weeks to make a commissioned painting. This can be longer for large paintings and paintings with, for example, many details.
- 5.10 The remaining amount of 65% of the invoice must be transferred before the painting is shipped.
- 5.11 If you do not pay, you will receive a first reminder after 2 weeks. The 2nd reminder will be sent 2 weeks later, plus 10% administration costs (of the original total invoice amount) with a minimum of € 65. A 3rd reminder will be sent again 2 weeks later, now increased by 25% administration costs (of the original total invoice amount) with a minimum of € 125, =. If payment is not made after this last reminder, a collection agency will be engaged.

- 5.12 If you are not satisfied with the painting, you can return it to have it adjusted. The costs for the return shipment and for the return are for you as the buyer.
- 5.13 I do not charge the time I need to adjust the painting for minor adjustments. In case of major adjustments, I charge half of the working hours. You will receive an additional invoice for the working time and the shipping costs. (The points 5.11 also apply to this invoice)
- 5.14 Whether an adjustment is large or small is up to me as the artist to decide.

6. Damage to the painting

- 6.1 Receipt of a painting damaged in the post must be communicated to me in writing (by email) immediately but no later than 2 days after receipt of the painting.
- 6.2 The damaged painting must be returned to me in its original packaging.
- 6.3 After receipt of the damaged painting, I will refund the invoice amount plus the shipping costs for the return within 2 weeks to the account that was used to pay for the painting.
- 6.4 If you have not communicated that the painting is damaged within 2 days after you have received the painting, I will assume that the painting was not damaged until receipt. The purchase amount will then not be refunded.
- 6.5 The date of receipt will be the date on which the postal service has delivered it to you.

7. Intellectual Property

- 7.1 Even after full payment, I keep the copyright to the painting.
- 7.2 Under this copyright you may not copy the painting (or parts thereof) in any way without my express and written permission and/or make images of it and/or distribute it.
- 7.3 You are allowed to take a photo of the painting and share it on the internet via social media, for example, or send it by email to acquaintances and/or friends. If you do, you must always state my name and website.

- 7.4 If you want to make and/or use a copy or image of the painting and are you unsure whether you can do this in your special case? Always submit it to me and ask me for written permission in advance.
- 7.5 I reserve the right to list a painting on my online portfolio at any time and/or use this painting for promotional purposes and/or use and sell the image on other products.

8. Liability

- 8.1 If I am liable for damage suffered by the buyer as a result of non-compliance with my obligations under the agreement, then this liability is at all times limited to compensation for direct damage up to a maximum of the amount stipulated for the agreement price, excluding VAT. In the event that I am insured for this damage, the liability will be limited to the amount of the payment from my insurer in the relevant case.
- 8.2 I am not liable for indirect damage, such as consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, etc.
- 8.3 If the buyer believes that I am liable for damage suffered by him/her, the buyer must notify me in writing (notice of default). This letter must state the reasons why you are dissatisfied, the reason that you want to hold me liable for this, what you expect from me and/or a motivated and specified amount of the damage you have suffered. In the message you must give me a reasonable period of time to respond, fulfill any obligations and/or correct any errors and/or limit and/or eliminate damage.
- 8.4 After I have received your written complaint, you will receive a confirmation of receipt within 2 working days. I will do my best to respond substantively to your complaint within 1 month of receiving your complaint.

9. Conflict

- 9.1 If there is a conflict about an assignment for a painting or the purchase of a painting, we will first try to reach a mutual agreement.
- 9.2. Only if this fails, we will submit it to the competent court.
- 9.3 Dutch law applies to the agreement and these general terms and conditions.

These general terms and conditions were last amended on May 25, 2019.