



STANDARD TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") apply to the sale of artwork (the "Artwork") created by the artist (the "Artist"), by Eyonart to you (the "Consumer").

1. TITLE AND RISK

As soon as the purchase price is paid in full, the Consumer will become the legal owner of the Artwork and upon such payment will be responsible for the Artwork, and the risk of damage to, or loss of, the Artwork will pass to the Consumer.

2. CONTRACT

The contract takes effect when the purchase price is paid in full.

3. PRICE AND PAYMENT

- 3.1 Current prices are not subject to VAT.
- 3.2 The Artwork prices may rise as an edition of Artwork begins to sell out.
- 3.3 The Consumer must pay for the Artwork in advance of delivery by credit/debit card or Paypal.

4. DELIVERY CONDITIONS

- 4.1 Eyonart will provide an estimated delivery date within 10 calendar days upon purchase of the "Artwork".
- 4.2 Deliveries outside the UK may be subject to import duties and taxes applied by the country of destination.
- 4.3 The prices for the Artwork exclude delivery costs, which will be added to the total amount due to the amount of: £20 (UK) or £ 50 (other countries).
- 4.4 Delivery costs may vary depending on the number Artworks ordered and weight.

5. OWNERSHIP AND COPYRIGHT

- 5.1 Copyright in the Artwork remains the property of the Artist.
- 5.2 The Artwork is supplied for the Consumer's domestic and private use. It is the Artist's expectation that the Artwork will be retained by the Consumer for their own personal use and not purchased for resale.
- 5.3 The Consumer may not reproduce any image of the Artwork and may not, at any time, publish or submit for publication or reproduction any image of the Artwork to any third party including any internet website for any purpose.
- 5.4 If the Consumer breaches any of the obligations in paragraphs 5.2 and 5.3, the Consumer agrees that:
 - (a) payment of damages alone may not be a sufficient remedy to compensate Eyonart and/or the Artist for any such breach;



- (b) Eyonart and/or the Artist may apply to the court for an order to prevent the Consumer from continuing to breach the obligations under these terms and conditions;
- (c) Eyonart and/or the Artist may require that any offer for sale or image of the Artwork placed by the Consumer on any internet website is removed.

6. REFUND AND CANCELLATION

- 6.1 The Consumer may cancel any order for Artwork within 7 calendar days by contacting Eyonart and shall be refunded any amounts due.
- 6.2 No refund shall be issued after 7 calendar days of purchase.

7. FAULTY ARTWORK

- 7.1 If the delivered Artwork is faulty, the Consumer must inform Eyonart by email and return it to Eyonart within 7 calendar days from the date of delivery along with a proof of purchase and an email stating the reason for return.
- 7.2 The Artwork must be returned securely in its original or similar packaging to protect it from any damages.
- 7.3 The Artwork must be returned at the Consumer's own cost. Postage will be refunded only if the Artwork is found to be faulty.
- 7.4 Eyonart will exchange the Artwork only if it is found to be faulty.
- 7.5 Eyonart is permitted by law to reduce the Consumer's refund to reflect any reduction in the value of the Artwork in case it has been mishandled by the Consumer.

8. LIABILITY

- 8.1 Eyonart is not responsible for any loss or damage that is not foreseeable.
- 8.2 Eyonart makes no representation or warranty of any kind, express or implied, in connection with the Artwork.

9. DATA PROTECTION

Eyonart may collect, hold, control, use and transmit personally identifiable information obtained from the Consumer in the course of the purchase of the Artwork. By agreeing to these Terms and Conditions the Consumer agrees to such information being used in these ways and for such information to be disclosed to the Artist if the Consumer is in breach of its obligations under these terms and conditions.

10. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.