

Terms and Conditions Ilona Bal/Grphx – Art

By purchasing products from “www.grphx.design and www.etsy.com/shop/grphxgallery”, the purchaser (customer) agrees to the following terms and conditions of sale:

1. **Warranty:** “The Artist” Ilona Bal/Grphx hereby warrants that she created the Artworks and that the descriptions are true and accurate.
2. **Copyright:** All artwork is the exclusive property of Ilona Bal/Grphx - KvK 63189038 and is protected by Dutch and international copyright and trademark laws.
3. **Pricing:** (1) Prices shown are in European Euro and include GST where applicable. Prices may not include delivery and handling charges. Prices are subject to change.(2) Images of products shown without any advertised price beside that image are not offered for sale.(3) Unless otherwise stated, any accessories shown in any image of products are not included in the price. (4.) We reserve the right to correct any errors published on the website.
4. **Ordering:** On the Customer confirming their order, the Customer agrees to purchase the products in their ‘shopping cart’ for the price and any postage and handling charges, as applicable. Ilona Bal/ Grphx will send the products to the Customer within 5-10 business days after it receives payment for the products.
5. **Commissions:** Custom commission works require a 50% deposit on booking & Balance due on completion (prior to shipping).
6. **Shipping:** The Artist will package & ship artwork (at buyer’s expense) once full payment has been received.
7. **Stock availability:** The Customer shall not be entitled to object if information about products on the Site is not correct or if advertised products are not available or if images of products differ from the actual products. If the Customer pays for a product that Ilona Bal/ Grphx cannot supply, Ilona Bal/Grphx will refund the price of that product to the Customer. If you have any questions about any of the artwork, please email me at ilona.grphx@gmail.com
8. **Products sent to incorrect address:** If the Customer does not receive products it has purchased within 30 days of the date of purchase Ilona Bal/Grphx shall not be liable to the Customer for those products unless the Customer notifies Ilona Bal/Grphx within 30 days of the date of purchase.
If a product is not received by a Customer because it was sent by Ilona Bal/Grphx to an incorrect address due to an error by Ilona Bal/Grphx then Ilona Bal/Grphx shall be responsible for the replacement of the product or refunding of the price of the product.
If a product is not received by the Customer because the Customer provided an incorrect or insufficient address, then
(i) subject to clause 8, if the product is returned to Ilona Bal/Grphx, Ilona Bal/Grphx will resend the product to the Customer provided that the Customer first pays the cost of postage and handling for resending; or (ii) if the product is not returned to Ilona Bal/Grphx, then Ilona Bal/Grphx shall have no further responsibility.
9. **Non-claimed products:** If products that a Customer has purchased are returned to Ilona Bal/Grphx by a person other than the Customer and Ilona Bal/Grphx cannot, despite reasonable efforts, contact the Customer or the Customer does not contact Ilona Bal/Grphx within 3 months of products being returned to Ilona Bal/Grphx, then ownership of the products will revert to Ilona Bal/Grphx.
10. **Delays:** The Customer agrees not to hold Ilona Bal/Grphx liable for any loss or damage directly or indirectly arising out of or in connection with any delay or failure to deliver within the estimated time frame.
11. **Passing of risk and ownership:** Subject to Clause 8, ownership of products purchased by the Customer shall pass to the Customer on Ilona Bal/Grphx sending the products to the Customer.
12. **Returns and Refunds:** Refunds or returns will not be accepted if the customer decides they do not like the artwork after it has been delivered. In the unlikely circumstance of your delivery being damaged in transit, please photograph the packaging PRIOR to opening the delivery and then photograph the damaged art inside. Send images to ilona.grphx@gmail.com Prints will be replaced with an identical one. Originals will be replaced with a commission (same size).
13. **Limitation of liability:** Ilona Bal/Grphx shall not be liable to the Customer for refunding the price of products or replacing or exchanging products that the Customer purchases through the Ilona Bal/Grphx, other than as set out in these Terms & Conditions of Sale. Ilona Bal/Grphx shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use, or performance of products or services that the Customer purchases through Ilona Bal/Grphx, even if Ilona Bal/Grphx has been advised of the possibility of such damages but was accurately described and presented on your website.
14. **Disclaimer and Indemnity:** To the extent permitted by law Ilona Bal/ Grphx excludes all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:
 - a) errors, mistakes or inaccuracies on the website;
 - b) you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website;
 - c) personal injury or property damage of any kind resulting from your access or use of the website;
 - d) any unauthorised access to or use of the websites secure servers;
 - e) any interruption or cessation of transmission to or from the website;
 - f) any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party; and/or
 - g) the quality or fitness for any purpose of any linked sites.