

TERMS AND CONDITIONS

SECTION 1 - GENERAL PROVISIONS

These Terms And Conditions contain the entire agreement and understanding of the parties in relation to the purchase of original work of art (hereinafter referred to as „Paintings”) created by Eszter Csekei-Tóth.

Parties:

The Customer means any individual purchasing Paintings from Eszter Csekei-Tóth hereinafter referred to as „Customer”.

Eszter Csekei-Tóth and her Representative hereinafter referred to as „Artist”.

All orders or commands that are provided to the Artist without exception are subject to these Terms and Conditions. The Artist’s terms and conditions supersede any other provisions which have been mentioned and contained in any document from the Customer. It can not be accepted if no special provision is written by the Artist and emanates from the Artist direction. Any order implies that the Customer has read and accepted these Terms and Conditions. The Customer may not assign, charge, sub-contract or otherwise transfer any of his or her rights or obligations arising under these Terms and Conditions.

All notices and other communications required or permitted hereunder to be given to a party shall be in writing.

The purchase forms a contract is considered made in writing, it will be filed and it will be accessible. The filed contract documentation contains the Purchase Order, the Acceptance, the Terms and Conditions and other documents related to the purchase.

Words and expressions herein using the masculine gender shall also refer to the feminine gender.

SECTION 2 - OPPORTUNITY TO EXAMINE THE PAINTINGS

Before paying the price the Customer has an opportunity to examine the Paintings at the Artist’s studio in Budapest, Hungary.

All images shall be viewed in a catalog or on the Website as illustrations only and does not imply any guaranty as to the Paintings exact appearance and character. Any product descriptions have been given as accurately as possible and dimensions given are approximates. No complaints in these regards would be entertained.

If the Customer has any questions about any of the Paintings, has to send a mail or an email to the Artist prior to making the purchase.

SECTION 3 – PRICES

Price and availability information is subject to change without notice.

Every effort will be made to ensure that prices are accurate at the time of purchase. If an error is discovered prior to despatch of the order, the Artist will inform the Customer as soon as possible and offer the option of reconfirming the order at the correct price or canceling the order.

Customer has to contact the Artist to discuss the delivery options are available to him. All costs related to the delivery will be paid by the Customer.

The prices of Paintings never include other costs such as customs duties which are peculiar to the country of destination, it is up to each Customer to information from authorities in their respective countries. It is the Customer’s responsibility to determine any import restrictions that may apply within the destination country.

The prices fall outside the scope of VAT in Hungary.

Special prices and sales is communicated privately by e-mail.

SECTION 4 – PURCHASE ORDER, ACCEPTANCE, PAYMENT

If the Customer has any questions about the order processing, has to send a mail or an email to the Artist prior to making the purchase.

Purchase Orders can be placed by mail or email and in person too. The Customer will receive a mail or an email to confirm the Artist has received the order.

The Artist reserves the right to accept or decline the order or any part of it, and to require further information from the Customer to enable the Artist to evaluate and/or process the order. If for any reason the order cannot be processed, the Artist will contact the Customer to explain the nature of the difficulty by mail or by email.

The Customer will receive a mail or an email to confirm the Artist has accepted the order.

Receipt of payment before the Acceptance does not mean that the Artist have accepted an order and the Artist reserves the right to return the payment to the Customer.

All sales are against 100% payment in advance.

The Artist accepts payment by PayPal (and credit or debit card via PayPal).

PayPal's transaction limit (from www.paypal.com):

The maximum amount allowed for a single transaction is \$10,000 USD by a PayPal member. If you don't have a PayPal account, you can send a maximum of \$4,000 USD for a one-time, single transaction. For PayPal members living outside the U.S., the maximum transaction limit depends on the currency in use: EUR – 8000; GBP – 5500; JPY - 1.000.000; CHF - 13,000; HUF - 2,000,000 etc.

If you live outside of the U.S. and do not have a PayPal account, your transaction limit may vary.

The Artist accepts payment by Bank transfer or by cash with 10% discount from the price of Paintings.

Payment made by PayPal or by bank transfer is due for 8 working days after the order Acceptance day.

The Customer warrants that the information given by him is complete and accurate.

SECTION 5 – DELIVERY, PERSONAL RECEIPT

Ordered Paintings will pass to the Customer when full payment for them is received by the Artist.

The Customer can take the Paintings in person at the Artist's studio or will be delivered to the address given when the order was placed. Paintings will be dispatched within 30 days of payment receipt and the Customer will be simultaneously notified of dispatch along with the courier's tracking details and an expected date of delivery.

Late delivery shall not allow the Customer to cancel the order, reject the Paintings or claim damages.

If signs of physical damage on the unopened box (tear, footprint, tire pressure, etc) found it is not possible to remove, but that ground to ask the courier for the return on the the Artist's expense. Remarks concerning damaged box must immediately be clearly indicated on the transport documents. If the Customer does not do this, injury or damage resulting from the injury, unfortunately, the Artist can not reimburse. The Artist will not refund the original (Artist to Customer) delivery charges. The Customer later notification, neither the Artist nor the delivering company can not deal with the merits, because the Customer is signing the receipt, undamaged package that has taken over.

The Artist does not ship outside the European Union. Of course, the Artist is ready to discuss shipping terms with the Customer.

In cases of Paintings that are wrongly supplied please get in touch with the Artist.

SECTION 6 - RETURN POLICY

If the Customer changed his mind, he must notify the Artist within 14 (fourteen) working days of receiving the Paintings, and return them within 14 days. In all cases, the return of Paintings must be prepaid and in their original condition. Failure to observe the above conditions may result in, at the Artist's discretion the refusal of refund.

The Artist will send a refund within 30 days for the price of Paintings properly returned by the Customer.

SECTION 7 - TERMINATION CLAUSE

The Customer may cancel the order at any time prior to dispatch for a full refund without charge.

If the Customer has not fulfilled its obligations including the payment, the Artist reserve the right to cancel the sale without prior notice.

SECTION 8 - RIGHTS RELATED

By purchasing the Paintings the Customer acquire the rights of ownership to the physical Paintings only. In accordance with established legislation the Customer do not acquire any right or title to the copyright or other intellectual property rights to the Paintings; these are held exclusively by the Artist.

The acquisition of a Paintings of art gives no right of representation, distribution or copying to the Customer. Only the Artist retains the right over his creation.

Once a Painting is in the Customer possession the Customer may not publish or submit for publication or reproduction any image of a Painting to any third party including the internet for any purpose.

Re-transfer: If the Customer (or his representative) in any way whatsoever sells, gives, or trades the Paintings, or if it is inherited from the Customer, or if a third party pays compensation for its destruction, the Customer (or his representative) must notify the Artist of all conditions of said action(s) and provide the Artist with complete information relating to the new owner.

Non-Destruction: The Customer will not permit any intentional destruction, damage or modification of the Paintings.

Restoration: If the Paintings is damaged, the Customer will consult the Artist before any restoration and must give the Artist first opportunity to restore it.

Upon request the Artist will furnish the Customer and his successors a written history and provenance of the Paintings, based on the Artist's best information.

Notice of Exhibition: Before committing the Paintings to a show, the Customer must give the Artist notice of intent to do so, telling the Artist all the details of the show.

The Artist's Exhibition: The Artist may show the Paintings for up to 60 days every 5 years at a non-profit institution at no expense to the Customer, upon written notice no later than 120 days before opening and upon satisfactory proof of insurance and prepaid transportation.

Notice: A Notice must be permanently affixed to the Paintings, warning that ownership is subject to this contract.

Transferees Bound: If anyone becomes the owner of the Paintings, shall be bound to all these Terms and Conditions.

Expiration: This contract binds the parties, their heirs and all their successors in interest, and all the Customer's obligations are attached to the Paintings and go with ownership of the Paintings, all the life of the Artist and the Artist's inheritors.

SECTION 9 - PRIVACY POLICY

Any information given to the Artist by the Customers or the potential Customers in the course of enquiry or purchase will remain strictly confidential and will be used by the Artist only to facilitate the completion of purchase. The Artist will not subsequently make any unsolicited contact with the Customer, or disclose information to any third party except in response to legitimate demands from law enforcement or other Government agencies.

SECTION 10 - VARIATION

The Artist may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the Artist's Website from the date of the publication of the revised terms and conditions on the Website. Please check this page regularly to ensure you are familiar with the current version.

SECTION 11 - LAWS

These terms and conditions will be governed by Hungarian law. Without exceptions any disputes will be subject to the exclusive jurisdiction of the courts of Hungary.

SECTION 12 – CONTACT and COLLECTIVE RIGHTS MANAGEMENT INFORMATION

Artist Name:	Eszter Csekei-Tóth
Artist's Representative:	Károly Csekei-Tóth
Address:	Kós Károly tér 7. Budapest 1192 Hungary
E-mail:	info@paintress.eu
PayPal ID:	azen@postafio.com
Website:	paintress.eu

Collective Rights Management Organization in Hungary:

HUNGART
Falk Miksa utca 30
HU-1055 Budapest
Phone: +3613024386
Fax: +3613023810
hungart@hungart.org
www.hungart.org

member of International Confederation of Societies of Authors and Composers (CISAC)
www.cisac.org

and member of European Visual Artists (EVA)
www.eartists.org

TERMS AND CONDITIONS REVISION DATE (DD/MM/YYYY)

11/03/2015

APPENDIX

HOW TO PURCHASE PAINTINGS / A STEP-BY-STEP GUIDE FOR CUSTOMERS

Step 1: Read these Terms and Conditions

Step 2: Select the item

Step 3: Contact the Artist to discuss the availability, the price, the delivery and any other options

Step 4: Place the Order

Step 5: Receive the Order Confirmation receipt (without delay)

Step 6: Receive the Acceptance receipt (within a reasonable time)

Step 7: Payment (within 8 days)

Step 8: Receive the Payment Confirmation receipt (without delay)

Step 9: Receive the item and sign the delivery receipt (within 30 days)