

# Terms & Conditions for Abstract Paintings<sup>by ©2024Sarah Art®</sup>

## Legal notices

### Identification

**Website URLs:** [www.abstractpaintings.eu](http://www.abstractpaintings.eu)  
[www.abstractpaintings.co.il](http://www.abstractpaintings.co.il)

**Publisher of the websites:** Sarah Art,  
**Director of the publication of the Site:** Sarah Natkiel  
**Realization of the site:** Sarah Art,

**The website topics “Privacy Policy for Abstract Paintings” and “Return & Refund Policy for Abstract Paintings” form an integral part of this Terms & Conditions and are thus inextricably linked to it.**

## Copyright & Intellectual property

All texts, comments, works, illustrations, works and images reproduced or represented on the Site are strictly reserved under copyright and intellectual property, for the duration of protection of these rights and for the whole world. As such and in accordance with the provisions of the Code of Intellectual Property, only the use for private use, subject to different or even more restrictive provisions of the Code of Intellectual Property, is allowed.

Any reproduction, representation, modification or adaptation, in whole or in part, of the Site and/or all or part of the elements found on the Site or which are incorporated in it is strictly prohibited.

Users agree to use their best efforts to report to Sarah Art any infringement of intellectual property rights they may see.

Unless otherwise noted, all written materials, including images, illustrations, designs, icons, photographs, video clips and/or other materials that appear as part of the website and design content of the website together with the selection and arrangement of it, are our copyright and/or intellectual property or that of the people who have granted to us the right to use it and is protected as such. All rights reserved. None of this material may be used without our written permission. All names, logos, slogans, or other phrases may be a trademark of ours or another person or corporation. Any unauthorized use of a trademark is unlawful. The content is protected by Israeli, U.S. and international copyright law. No right, title or interest to any of the content is transferred to you by your use of this website. You may access and view the content

solely for personal, noncommercial purposes. You may copy limited portions of the content solely by page caching or printing and solely for personal, noncommercial use, provided that (1) you do not make such content available to any third party and (2) you do not remove any proprietary notice from such content, or alter the content in any way. You may not: modify, delete, add to, or create derivative works of the content. You may not publish, distribute, transmit, broadcast or frame the content in any manner; copy or post the content for public display; collect, re-purpose or reuse any data or product listings contained in the content; sell or attempt to sell the content; exploit the content for your own purposes; or make derivative use of this website or its content.

## **General**

We reserve the right to make changes to this website and these terms at any time.

By purchasing products from Sarah Art, you enter a legal and lawful binding agreement with us on the following terms. You should read and understand these terms because they affect your rights and liabilities.

An agreement for us to sell you products is made on these terms when we accept an order made by you through our website. The description of the products, the price, shipment, insurance, delivery and handling costs are set out in the order page. We will confirm acceptance of your order by a responding e-mail message.

### **Details of the order**

The quantity, quality and description of the products will be those set out in your order (when accepted by us). Orders are accepted at our sole discretion but are normally accepted if the products are available, the order reflects current pricing and your credit- or account card is authorized for the transaction.

### **Price of the Products**

As most orders will be exported where there is a VAT-exempt, our product prices exclude VAT. When ordering items with destinations in Israel, the shopping cart automatically adds VAT (מע"מ) to the prices. We reserve the right to change prices and delivery charges.

Products will be invoiced at prices shown on the website at the time of order. When ordering products outside Israel, the customer is responsible for paying possible customs import and handling tariffs. If you have any questions or problems with an order, please contact our customer service: [info@abstractpaintings.eu](mailto:info@abstractpaintings.eu)

### **Risk and ownership**

Risk of damage to or loss of the products passes to you at the time of delivery to you or, if you fail to take delivery at the agreed time, the time when we tried to deliver.

All products remain the property of Sarah Art. You will only own the products once they have been successfully delivered and when we have received cleared payment in full.

## **Orders & Payment**

### **Ordering**

Our website is designed to order and deliver the best possible online shopping experience to our customers, featuring safe and encrypted transactions. All you have to do is follow the instructions and you will find the purchase process simple and easy. Please note that incomplete orders will be put on hold until all missing information is submitted, and delivery time may consequently be delayed. Print out your order forms for reference! After you have completed your order, you will be able at any time, to log in “My Account” with your e-mail address and password, to follow the order or to edit a new one. If you still have any questions, please contact us.

When ordered, all items in stock will be sent as soon as possible after payment confirmation. If an item is no longer in stock due to a previous sale or for special (tailored) orders “made to measure”, you will be notified during the ordering process \*produced upon request\*.

We ship to verifiable, physical street addresses only and we are unable to ship to P.O. boxes, APO or FPO addresses.

Should you require shipment to an alternative address for a gift or other reason, complete all relevant details at the order form.

### **Payment method**

1. Payments will be realized thru PayPal. Pay in your local currency and 24 international currencies. Pay securely with a PayPal balance, credit card, or bank account. The recipient gets the money without seeing your credit card or bank account number. PayPal is designed from the ground up to be one of the safest ways to send money online. Unlike other financial institutions, the payments are sent without sharing financial information. In fact, PayPal never shares your financial information with or sells it to merchants. Information is automatically sent with a high level of data encryption. For more information about PayPal transactions, please refer to <https://www.paypal.com>
2. We will charge your credit card account for payment upon receipt of “made to measure”-orders unless delivery cannot be fulfilled within 40 days. Items with a lead time greater than 40 days will be charged up to 7 days prior to dispatch. We accept no liability if a delivery is delayed because you did not give us the right payment details.

If it is not possible to obtain full payment for the products from your account on delivery of the Products to you, we can cancel the agreement/contract or suspend any further deliveries to you. This does not affect any other rights we may have.

We reserve the right to refuse any credit card transaction, for what any reason. We apologize for any inconvenience.

## **Shipping, Costs & Delivery**

### **Shipping & costs**

Shipping purchases of over US\$500 are free, and we ship all over the world! Orders will be shipped by FedEx, UPS, DHL or EMS (Express Mail Service), the guaranteed worldwide courier service. The service is suitable for documents and merchandise weighing up to 20 kilograms. EMS is an insured, traceable, cost effective and registered service provided by the postal authorities in most countries. Your order will either be delivered to your door by the postman, or you will find in your post box a note asking you to stop by your local post office to pick it up. Delivery tracking is available for 99 countries. Upon shipping you will receive an e-mail with the tracking number and a link to track with. We will ship the products when the payment is visible on our account, provided that the order is on stock.

### **Delivery**

We will deliver the Products to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the products left if you are out when we deliver. We cannot accept any liability for any loss or damage to the products once they have been delivered in accordance with your delivery instructions.

We will aim to deliver the products by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period, and we will contact you to arrange an alternative time.

Please double check delivery address written in the order form and in the e-mail order confirmation. Before signing for your package, please ensure that it is not ruptured or damaged. We cannot be held responsible for theft or loss once you have signed for having received your package.

## **Disclaimer**

### **Warranties and limitations of liability**

We will not be liable to you or in breach of the agreement/contract for delay or failure to perform due to a cause beyond our reasonable control.

The published products and services are provided on an “as is”, and “if available” basis and Sarah Art expressly disclaims any and all warranties to any party, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, accuracy, availability and/or non-infringement.

In no event shall Sarah Art be liable to any party with respect to the site, products and/or services for any amount in the aggregate in excess of the fees paid by the customer therefore nor shall Sarah Art be liable for any (in)direct, incidental, punitive or consequential damages of any kind whatsoever, including (without limitation) loss of data, income or profit loss of damage to any property.

Sarah Art makes its best efforts to make the Site available 24 hours a day, 7 days a week, regardless of the scheduled maintenance operations, subject to the provisions of this article.

Access to the Site and the contents is provided on the basis of a service "as is" and accessible according to its availability.

Sarah Art does not provide any express or implicit guarantee on the intangibility of all or part of the Site, the contents and its permanent accessibility.

Sarah Art cannot guarantee that certain characteristics of the products (in particular the colors) presented on the Site reproduce exactly.

From time to time we will offer some of our items with a reduction price. These items will be presented as "Special Offers" on the Home page. All prices listed throughout this website are for internet orders only.

We will take all reasonable care to keep all information connected with your order secure, but we cannot be held liable for any loss that you may suffer if a third party obtains unauthorized access to any data, including credit and account details you provide when accessing or ordering from this website, unless this is solely due to our negligence.

Prices and availability of items are subject to change without further notice.

## **Color Disclaimer**

### **Viewing Products Online**

We do our best to exhibit the most representative pictures in our gallery. Computer, phone, tablet and TV screens however, are not all calibrated the same and color tones on the Internet can be drastically different than what you would see in person or under different lighting conditions. Due to the limitations of the various devices and the relative inconsistencies of various display monitors, the colors you see on your screen may not be a totally accurate reproduction of the actual product. Every computer monitor has a different capability to display colors and everyone sees these colors differently. Actual colors may vary. We strive to make our colors as accurate as possible, but screen images are intended as a guide only and should not be regarded as absolutely correct. We try to edit our photos to show the samples as life-like as possible, but please understand the actual color may vary from your monitor. The representation of colors, gloss levels, metallic pigment effects and textures are therefore limited by technology. We cannot guarantee that the color you see accurately portrays the true color of the product.

In addition, please note that all of our products are handmade, original and authentic and therefore differences might occur between similar items being produced.

---