

# Terms & Conditions

Unfortunately, we too can't do without some small print. After all, we are dealing with sophisticated and sensitive works of art.

We would start by pointing out that artworks and photographs are always dependent on environmental influences; their appearance and colour can change and fade. To ensure you keep enjoying our works of art, you should not expose photographs, laminations or frames, either in part or in full, to direct sunlight, hang them directly above heating appliances or expose them to a higher level of humidity than expected in a normal living room. Artworks, photographs, laminations and frames are therefore not suitable for external areas, cellars, bathrooms or kitchens. Laminations with UV protective film or acrylic glass and wooden frames are very sensitive to scratches and dirt and should therefore only be handled with gloves or equivalent protection.

The contractual partner and user of these Terms & Conditions is Shamsi Art Gallery

Shamsi Art Gallery  
Abulqasem Otofati Shamsi  
Postfach 4632  
30046 Hannover  
Germany / Deutschland

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Webseite: [www.shamsiart.com](http://www.shamsiart.com)  
USt-IdNr: DE333201391

Our terms and conditions have been drafted to regulate the business relationship between you and us and are intended to be both binding and fair. The basis for any order or contract will therefore always be the following General Terms and Conditions of Shamsi Art Gallery, and you acknowledge and confirm you are aware of them and agree to their application when you place an order with us. You can read the terms and conditions right here.

## Section 1: Scope

The following General Terms and Conditions in their most current version at the time of order shall exclusively govern the business relationship between Shamsi Art Gallery, Germany, (Abulqasem Otofati Shamsi, the owner of the Shamsi Art Gallery), and the orderer. Shamsi Art Gallery shall not recognise any differing terms set out by the orderer unless such conditions have been expressly agreed to by Shamsi Art Gallery in writing.

## Section 2: Conclusion of contract

The display of products in the online shop does not constitute a legally binding offer; it is a non-binding online catalogue only. The products you have selected by pressing the "In den Warenkorb/Add to basket" button are summarised again for you in an order overview at the end of the order process. Here you can review the various information provided during the order process and add to or correct it by clicking the "Zurück/Change" button. By clicking the button "Kostenpflichtig Bestellen/Buy now", you send your order details and make a binding declaration to Shamsi Art Gallery that you want to purchase the products listed there (Offer). We automatically accept your offer upon receipt of your order. Directly after sending the order, you will receive an email with an order and contract conformation, in which the details of your order are listed again.

The text of your order is saved by us and upon request can be sent to you after completion of your order. For your own protection, Shamsi Art Gallery recommends printing out the order details and the General Terms and Conditions applicable at the time of order. The contractual language is English and German. Please note that we sell all products in small quantities only.

### **Section 3: Cancellation**

Please note that artworks as well as all canvas prints with custom mounting/(defined dimensions from the customer) are excluded from the right to cancellation/withdrawal, as they are custom-produced to your individual specifications. Custom products are excluded from the right to cancel according to Section 312, Paragraph 2, No. 1 of the German civil code.

You have the following right of cancellation for all online orders of prefabricated works (in the defined dimensions by Shamsi Art Gallery):

Statutory right of cancellation

Information regarding cancellation

Right of cancellation

You have the right to cancel this contract without reason within 14 days.

The cancellation policy lasts 14 days from:

A) The day on which you – or a third party named by you who is not the shipping service – take/takes the goods into possession, if you ordered one item or multiple items in a single order, and the item(s) arrive(s) in a single delivery

or

B) The day on which you – or a third party named by you who is not the shipping service – take(s) the final goods into possession in the event that multiple items from a single order are shipped separately.

To exercise your right to cancel, you must send us, Shamsi Art Gallery, an E-Mail: [calligraphy@shamsiart.com](mailto:calligraphy@shamsiart.com) and inform us about your cancellation decision. The deadline for the right to cancel will be met as long as your statement indicating you will be exercising the right to cancel is sent within the allotted cancellation period. Shamsi Art Gallery reserves the right, at its own discretion, not to take back works that are damaged or soiled by the buyer, nor to reimburse the costs.

#### **Cancellation Terms and Process**

Should you cancel the sale contract, we are to refund all payments received from you, minus the delivery costs incurred promptly - at the latest, within 14 days of our receipt of the statement per E-Mail indicating your cancellation. Refunds will be credited back to the original payment method, unless otherwise expressly agreed upon. We can withhold the refund until such time as we have received the returned goods. You are to send the goods back in the original packaging without delay. At the very latest, they must be sent within 14 days of the day you inform us of the cancellation. This deadline is met as long as the return shipment is sent within the allotted 14 days.

You shall bear the direct cost of return shipping for your order. Typically, goods cannot be returned by normal post. Please contact us Email: [calligraphy@shamsiart.com](mailto:calligraphy@shamsiart.com) for more information.

You are only responsible for decreases in the value of goods if, after inspecting their condition, properties, and functionality, the decrease in value can be traced back to your improper handling of the goods.

## **Section 4: Delivery**

Unless agreed otherwise, delivery will be ex warehouse to your address or to the delivery address specified by you. The delivery time is around 6 working days within Germany and around 12 days abroad (international). It should be noted that the production time is added to the delivery times (see image description in the online shop). As soon as we have received the payment, we will send the goods out to you.

## **Section 5: Edition Certificate with signature**

An edition certificate with the artist's signature and the edition details will be sent to the customer for each picture. In this case, the withdrawal period only begins after receipt of the edition certificate with signature. If you make use of your right of withdrawal, you must also return the unused edition certificate immediately. The purchase price will not be reimbursed without receipt of the edition certificate. The right of withdrawal expires when the edition certificate is used on the work of art, the frame, the lamination or elsewhere.

## **Section 6: Prices, due date and payment, default**

The prices stated in the online shop are final prices including sales tax. Worldwide shipping is free for you. Information about the return costs can be found in § 3 of these terms and conditions.

Our payment methods are: Paypal, on account and direct debit.

In the event that the customer's account does not have sufficient funds or the customer objects to the direct debit in an unjustified manner, Shamsi Art Gallery can demand a processing fee of EUR 5.00 from the customer.

If you are in default of payment, Shamsi Art Gallery is entitled to charge default interest of 5 percentage points above the base rate p.a. announced by the European Central Bank. towards consumers and 9 percentage points above the base rate p.a. announced by the European Central Bank. to demand from entrepreneurs. In addition, Shamsi Art Gallery can demand a flat rate of € 2.50 per reminder, with the exception of the first reminder. If Shamsi Art Gallery has demonstrably incurred higher damage caused by delay, Shamsi Art Gallery is entitled to assert this.

You can use the above Cases prove that Shamsi Art Gallery did not suffer any damage or that it was lower than the above Flat rates is.

Additional general terms and conditions and data protection notice for purchase by invoice and installment from PayPal (Europe) S.à r.l. et Cie, S.C.A. .:

In order to be able to offer you attractive payment methods, we work with Paypal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal"). If an effective sales contract is concluded between you and us when using a PayPal payment method, we assign our payment claim to PayPal. If you choose one of the PayPal payment methods offered here, you consent to the transfer of your personal data and that of the order to PayPal for the purpose of identity and credit checks, as well as contract processing. All details can be found in the general terms and conditions and the data protection notice for PayPal payment methods, <https://www.paypal.com/de/webapps/mpp/ua/privacy-full> which applies if you choose a PayPal payment method .

## **Section 7: Shipping costs**

Shamsi Art Gallery does not charge shipping costs for deliveries within Germany or international deliveries unless the order is canceled. The delivery time is around 6 working days within Germany and around 12 days abroad. It should be noted that the production time is added to the delivery times (see image description in the online shop). We will send the artworks/goods in special art packaging to the address you have given. If you want to make use of the right of withdrawal, the packaging must be kept for the return. Otherwise we will charge a fee of 100 euros for each artwork.

## **Section 8: Offsetting, retention**

You only have the right to offset if your counterclaims are legally upheld or are acknowledged by Shamsi Art Gallery. You also have the right to offset if you complain of defects or assert counterclaims under the same purchase contract. In addition, you are only authorised to exercise the right of retention to the extent that your counterclaim is based on the same contractual relationship.

## **Section 9: Retention of title**

Until full and final payment, the delivered goods shall remain the property of Shamsi Art Gallery. As soon as we have received the payment, we will send the goods out to you.

## **Section 10: Warranty**

Unless expressly agreed otherwise, statutory warranty rights shall apply.

The statutory warranty period of two years shall apply. This shall start upon handover of the goods. During this period, all defects subject to statutory warranty obligations shall be corrected free of charge.

If you as orderer are a company according to Section 14 of the German Civil Code, your claims due to defects require you to have fulfilled your statutory duties of inspection and complaint (sections 377, 381 of the German Commercial Code). If a defect is discovered during the inspection or subsequently, we must be advised of this immediately. Immediate in this case is if you advise us within two weeks, with the timely sending of the notification being sufficient for meeting the deadline. Irrespective of this duty of inspection and complaint, you must report obvious defects (including incorrect or short deliveries) in writing within two weeks of delivery, with the timely sending of the notification being sufficient for meeting the deadline. If you fail to perform a proper inspect and/or notify us of the defect, our liability for the unreported defect is excluded.

## **Section 11: No granting of rights**

By buying an artwork, canvas print or photographic print, you are only acquiring material ownership of the print. No other rights are granted or implied. Any reproduction (copying), dissemination, leasing, public exhibition or other analogue or digital use is not permitted unless authorised by law. However, you can resell the artwork or the canvas print which you have bought from Shamsi Art Gallery.

## **Section 12: Collecting, processing and using personal data**

All provisions regarding the protection of your data can be found at the Shamsi Art Gallery Privacy Policy. German law shall apply to the exclusion of the UN Sales Convention.

**Last update: 01.09.2020**