

General Terms and Conditions Gallery O

1) Scope

The following conditions apply to all our sales. They take precedence over the terms and conditions of our business partners. By placing an order, the buyer accepts our conditions. Deviating agreements require our written confirmation in any case.

If the buyer and seller agree, a written purchase contract will be concluded with the buyer. Our terms and conditions are part of this contract.

2) Prices / Offers

All offers and information in price lists are subject to change and non-binding. Orders placed only become binding after our countersigned, written purchase contract. Special agreements - no matter what kind - always require our written confirmation.

The prices within Switzerland include the statutory sales tax. Shipping costs and any additional costs, such as separate transport insurance, are always at the expense of the buyer.

3) Disclaimer

The warranty lies with the respective artists and the warranty period corresponds to the legal requirements. The buyer accepts the object of purchase in the condition it was in at the time the contract was signed. A handover protocol can be drawn up at the request of the buyer.

In the case of delivery by a forwarding agency commissioned by us or a parcel deliverer, the buyer must immediately inspect the goods for transport damage. If there is an initial suspicion, the check must be carried out more precisely immediately, and the results of this check must be given in writing to the delivering freight forwarder or the parcel deliverer. Defects must be reported to us in writing by the recipients immediately, but no later than five working days after receipt of the goods.

If any handling, cleaning and storage instructions are not followed, or if changes are made to the goods, then any warranty is void. If the goods are changed, the legal copyright of the artist is also violated! Glass sculptures or glass covers must never be cleaned with a microfiber cloth.

In the case of justified notices of defects, we or the various artists are authorized to subsequent performance. Goods that have been the subject of a complaint may under no circumstances be destroyed. The possibility of return to the gallery or the artist's production site must be always guaranteed.

The exclusion of liability or the limitation of liability do not apply to damage resulting from injury to life, limb or health that is based on an intentional or negligent breach of duty by the seller or an intentional or negligent breach of duty by a legal representative or a vicarious agent of the seller.

4) Retention of title

The goods delivered by us remain ours or the artists' property until all our current claims against the buyer as well as future claims - insofar as they are related to the delivered goods - have been settled.

5) Terms of Payment

All invoices are payable in full prior to handover or prior to shipment as agreed. In any case, bill of exchange charges are borne by the buyer. Unless otherwise agreed in writing, the purchase price must be paid in Swiss Francs (CHF). If payment difficulties only become known after the conclusion of the contract, this authorizes us to withdraw from the purchase contract.

In the case of commission work, 50 percent of the total price is due before the start of production. The balance must be paid in full before delivery. Once the goods have been paid for and the outstanding balance cannot be paid, the first instalment cannot be refunded.

6) Origin of Funds

By signing the purchase contract, the buyer declares that he will not use any untaxed or criminally acquired money to pay the purchase price.

7) Personal Information

The seller records the unequivocal identity of the buyer or their representative. If necessary, a copy of the identity card or passport will be requested. The recorded or stored data is stored securely and is not made accessible to third parties. Persons who represent legal entities must identify themselves accordingly.

8) No Grant of Rights

With the purchase of a work of art, you only acquire the physical ownership of the print. No other rights of use are granted. Any reproduction (duplication), distribution, rental, public access or other analogue or digital exploitation (e.g. the creation of an NFT) is not permitted unless permitted by law. However, you can resell the artwork.

9) Severability Clause and Jurisdiction

Should one of these provisions be ineffective, it does not affect the validity of the remaining provisions. The ineffective or void provision is then to be replaced by an effective provision with which the purpose of the ineffective or void provision is achieved as best as possible.

The place of jurisdiction is Switzerland.

Status of our terms and conditions: 08/19/2023