

# Terms and Conditions

## Introduction

Please read these terms of sale carefully. By ordering from Rui Gomes da Silva website you agree to the policies, terms and conditions said forth:

## Interpretation

In these terms of sale, I mean Rui Gomes da Silva and you means our customer or potential customer.

## Order Process

The advertising of paintings on my website constitutes an invitation to treat; and your order for products constitutes a contractual offer. No contract will come into force between you and me unless and until I accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase my paintings, you will need to take the following steps:

- 1) you click on the "Commit to buy" button; this will forward you to my email;
- 2) I will send you an email with my bank and delivery details;
- 3) once I have checked whether I am able to meet your order, I will either send you an order confirmation (at which point your order will become a binding contract) or I will confirm by email that we are unable to meet your order.

I will not file a copy of these terms of sale specifically in relation to your order. I may update the version of these terms of sale on the website from time to time, and I do not guarantee that the version you have agreed to will remain accessible. I therefore recommend that you download, print and retain a copy of these terms of sale for your records. The only language in which I provide these terms of sale is English.

## Delivery Policy

Your painting will be dispatched within one week of receipt of your payment and I'll send you a tracking number which I will arrange for the paintings to be delivered to the address that you will provide me with by email.

I do not guarantee delivery dates as a number of factors outside of my control may affect the final shipping date. Shipping time is typically 3-7 days anywhere in the world.

## Risk & Ownership

The paintings will be at your own risk from the time of delivery to your home. Ownership of the paintings will only pass to you upon the later. Delivery of the paintings and receipt by me of full payment of all sums due in respect of the paintings. I will be entitled to recover payment for the paintings even where ownership has not passed to you.

## Refunds

If you cancel a contract and are entitled to a refund, I will usually refund any money received from you using the same method originally used by you to pay for your purchase. I will process the refund due to you as soon as possible and, in any event, within 7 days of the day I received your valid notice of cancellation. To begin a claim you must notify me by email within 7 days of receipt of the goods. No claim will be accepted after 7 days from the date that the package has been delivered to you.

## Tax

Please note that the price published on this website, or quoted to you by email, includes packing and shipping to your door, but it does not include local taxes that may (or may not) be applied to imports in your state/country. An invoice will accompany the package.

## **Warranty**

I do not offer a warranty on paintings.

## **Customer privacy**

I do not rent, sell, or share personal information about you with other people or companies.

## **Payment**

You will be invoiced by email and payment must be made within five days upon receipt of invoice. Orders will not be despatched until cheques are cleared by my bank. Orders are payable in full at the time you receive the bank details. I do accept bank transfer and cheques.

## **Faulty or Damaged Paintings**

It is important to note what will and will not be accepted as a defect for the purposes of a claim. Please note the following conditions.

The following defects will be accepted in a claim:

- Non-painted marks, other than minor blemishes, on the front side of the canvas (the side on which the artwork appears).
- Any form of tearing of the canvas.

The following defects will not be accepted in a claim:

- Any marks and creases will not be considered acceptable reasons for a claim.
- Paint splashes, dribbles and drips are a common feature of paintings and any paint marks will not be considered acceptable reasons for a claim.

The action we will take in the event of a claim:

I have never had a claim for a damaged painting. Every painting is checked and double checked for possible defects before packing and I emphasise that no faulty paintings are dispatched.

However, if a claim is made I will take the following courses of action, depending on the nature of the problem:

- If the defects were apparently not caused during transit (the packaging is sound but the painting is damaged) you may make a claim to me directly. There is no need to return the painting. Please take a digital photograph of the painting and the packaging and attach the images to an email. I will study the images and if it is found that a faulty painting was dispatched by me I guarantee to reimburse to you the full price that you paid.
- If it is likely that the defects have been caused during transit (as evidenced by open or damaged packaging at the time of delivery) please inform me. Take a photograph of the painting and the packaging before releasing the package. We will then reimburse to you the full amount of the refund.

## **About**

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