

Terms and Conditions (Pastel Art Society of Atlantic Canada)

Summary:

- Pay up front for all art orders or other fees.
- Art will be delivered by the individual artist.
- The individual Artist will not be responsible for loss of product once it has been delivered.
- Must be paid in **Canadian Dollars**
- Customer can ask for a refund if the art has not shipped. If the purchased artwork has been shipped, the customer may request a refund provided the customer pays to have the artwork shipped back to the artist address.
- Cash or eTRANSFER payments must be made within 48 hours of the purchase date of any artwork.
- Seller can cancel and refund any order at any time, provided the art has not been shipped.
- Customer may not use the artwork for any commercial work such as prints, cards, posters, or any other print medium.
- Customer may not use the artwork for any on-line activity such as websites, on-line stores, Instagram, or Facebook.
- The artist retains all rights to digital reproduction of the purchased artwork and may use the art in any commercial product such as cards, bookmarks, posters, prints etc..

TERMS OF SERVICE

*LAST UPDATE: **MARCH 30-2025***. This contract applies to the artist further called Seller and person or institution further called Customer purchasing from Seller a work of art further called Product. By ordering Product from the Seller the Customer agrees to the following terms and conditions:

PAYMENTS

1. Customer agrees to pay the due amount upfront for any orders of value lower or equal to the selling price of the product plus any shipping and handling costs noted on the artwork listing
2. The customer agrees to pay the full cost of the product before the art is shipped by the artist.
3. It is the responsibility of the Customer to determine if the Product included framing, matting or other costs.
6. Customer agrees that Product will be delivered only to a Canadian Address and that all deliveries will be made by Canada Post.
7. Customer is obliged to bear any costs incurred by requested alternative delivery method, such as postal costs, material costs.
8. It is sole responsibility of Customer to propose delivery method which works for both parties. Seller cannot be held accountable for Customer's loss of access to the delivery method, loss of shipped Artwork, or any other obstacles outside responsibility of the Seller.
9. Customer agrees to pay the total amount specified in Product description including shipping costs.
10. It is the sole responsibility of Customer to bear any currency conversion costs, bank transfer fees, payment provider service fees and any other costs involved in transferring funds to the Seller.
11. Payment is considered as received and completed only when total amount received on Seller's Canadian account is equal to the invoice amount.
12. The Product received by Customer is for personal use. Any use of the Product for commercial purposes, reselling it, reproduction or publishing for reasons other than personal purposes has to be approved beforehand by the Seller. This will require a separate agreement between Customer and Seller defining exact conditions and financial implications of such use of the Product. Customer does not hold the right to use the product other than display.
13. Seller reserves every right to refuse or cancel any order, under condition of

full refund, without giving reasons to Customer.

14. Any disrespectful behaviour will not be tolerated and may result in a cancellation of the order. Customer will receive full refund. The Seller may refuse any service to the Customer in the future.

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