

Daria Heidendael

PAINTINGS WITH A STORY & MORE

Terms and Conditions

1. General

These general terms and conditions apply to the offer of Daria Heidendael and to every agreement concluded between Daria Heidendael and the consumer. The conditions are accessible to everyone and included on the website of Daria Heidendael. A written copy can be sent on request.

By using the website and other social media channels of Daria Heidendael, you indicate that you agree with these terms and conditions. Daria Heidendael reserves the right to change its terms and conditions after the expiry of the term.

Daria Heidendael guarantees that the delivered product complies with the agreement and meets the specifications stated in the offer. Images shown on the website are a true representation of the products offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

2. Painting purchase from my own collection

Material

All paintings from my own collection have been put together with great care and attention. We work with high-quality material and the paintings are varnished for optimal protection. The specifications per painting are listed on the website. When purchased, the painting will be delivered in a gift box including protective bubble wrap.

Purchase and payment

- ❖ If you intend to purchase a painting from my own collection, you are welcome, if possible, to come and view the painting in my studio (Berlagestraat 18, Heerlen).
- ❖ Are you unsure whether the painting fits your interior? It is possible that I visit your home without obligation, so that you can assess it on the spot. The condition is that you must live within a radius of 15 kilometers around Heerlen.
- ❖ The prices of the available paintings are listed on the website: they are exempt from VAT.
- ❖ As soon as you want to purchase a painting from my own collection, fill in the order form for the relevant painting in the shop on my website.
- ❖ Once I have received your details, you will receive an invoice from me by email with the relevant amount, which you must transfer by bank. The purchase price of the painting must be paid in one go.
- ❖ Payments for paintings can only be made by bank transfer.
- ❖ If payment has been received in good order, the painting can be picked up in the studio (Berlagestraat 18, Heerlen). The studio is only open by appointment.
- ❖ A registered and insured shipment of the painting by post is also an option. In that case, the shipping costs will be charged.

Proof of purchase and authenticity

When purchasing a painting, the accompanying invoice serves as proof of purchase and authenticity, i.e. that the painting is original and made by Daria Heidendael.

Property law and copyright

- ❖ When purchasing a painting, the new owner acquires ownership rights to the canvas, paint and frame.
- ❖ The copyright to reproduce it remains with the artist: Daria Heidendael.
- ❖ The buyer may exhibit the painting or offer it for sale, but I may determine whether the painting is depicted. This means that if the new owner wants to use an image of the purchased painting for certain purposes, permission must first be sought from me, the artist.

Liability

As soon as a painting becomes the property of the buyer after payment, I as an artist can no longer be held responsible for any damage or other defects.

3. Purchase of custom painting

Quote

- ❖ Quotations are entirely free of obligation, unless expressly agreed otherwise.
- ❖ Prior to the quotation, it is always possible to discuss specific wishes of the client for the commissioned painting. This is possible through a no-obligation appointment in my studio, via email or via telephone contact.
- ❖ Quotations for a custom portrait painting can be requested orally, by email or via the shop on my website.
- ❖ If you want to use my services and agree to the price and associated conditions, you must sign and return the quote within 7 days.

Payment

- ❖ After signing and returning the quotation, you will receive the first invoice: 50% of the total price as a down payment. This invoice must be paid within 7 days. If there is a waiting list, it will take longer before you receive the first invoice.
- ❖ When the painting is finished, you will receive the second invoice and pay the remaining amount (50%). You must also pay this invoice within 7 days. The painting can only be picked up/shipped, provided the second invoice has been paid.
- ❖ Payments can only be made by bank transfer, stating the invoice number.

Order cancellation

If you cancel the order after the deposit has been paid, this amount will not be refunded.

Photos as a reference for a painting

- ❖ As reference material for a painting I work with a photo or possibly several photos. In principle, you must supply this yourself. I will judge the suitability of the photos.
- ❖ It is also possible that I take pictures myself with my SLR camera. This small photo session is included, in other words, no extra costs are charged for this. A few photos will be taken and in consultation one photo will be chosen as a reference for the painting. All other photos will be removed and are no longer for sale/available to the client. You can visit my studio to take pictures. At another location, for example at your home, is also possible. If this location is outside a radius of 15 kilometers from Heerlen, the travel costs at 0.19 euro cents per kilometer will be charged.

The painting process

- ❖ Paintings are painted with Royal Talens Amsterdam acrylic paint on canvas.
- ❖ All necessary materials from canvas to paint, varnishing and a hanging system on the back of the canvas are included in the price.
- ❖ In principle, you will not receive any updates about the painting during the painting process, unless I deem it necessary.
- ❖ When the painting is ready, I will contact you. You can view the painting by appointment. If everything is to your liking, the painting is varnished. After about a week, the painting is finally ready.
- ❖ Paintings can be picked up at my studio by appointment (Berlagestraat 18, Heerlen). If that is not possible, registered and insured shipping is also an option. In that case, the shipping costs are for your account.
- ❖ Returns are not possible, as the painting is custom made.

Time frame and waiting list

- ❖ No statements are made about when the painting will be finished. Attention and quality are important aspects to me and that is why I do not work with a deadline. In general, you can count on two to three months from the moment of payment.
- ❖ When there are several requests from different people for a commissioned painting, a waiting list is used. The list is processed in order of request.
- ❖ Once the quotation has been signed, your application is confirmed and you are guaranteed a place on the waiting list. I will keep you informed of the progress. You will receive the first invoice for the down payment in time, so that I can immediately start working on your painting as soon as another painting is completed.

Usage of photos of the painting

The client gives permission for the use of photos of the painting for promotional purposes. This includes use for my website, my portfolio and/or social media. Names will of course not be mentioned for portraits (anonymous).

Liability

- ❖ After the painting has been picked up (or shipped), I can never be held responsible for any damage or other defects. In any case, the painting will be carefully packed in bubble wrap, so that it can be transported safely.
- ❖ If it is not possible to complete a painting due to force majeure, any liability of me, the artist, is excluded. In this case, the amount of the down payment will be refunded to you.

4. Other products (art cards, canvas bags and gift cards)

Art cards

- ❖ The art cards are available separately as well as in an affordable set.
- ❖ The set of 'Flowerpower' art cards comes in a gift wrap.
- ❖ Envelopes are not included with the art cards.
- ❖ The art cards are prints of paintings from my collection. The natural type of paper and the printing ink may mean that the color print does not exactly match the original painting in question. Any liability in this regard is excluded.

Canvas bags

- ❖ The canvas bags are always delivered in a gift wrap.
- ❖ Is a defect discovered after purchase? Please contact me and we will look for a solution. It is important that the canvas bag has not yet been put into use.

- ❖ Washing instructions: hand wash (at your own risk). Any stains can be carefully cleaned locally with a sponge, water and washing-up liquid.
- ❖ Liability for any wear and tear due to frequent use and/or washing is excluded.

Gift card

- ❖ The gift card cannot be exchanged for cash.
- ❖ The value will be assigned to a gift card in consultation with me. Any desired amount can be given as a gift. The voucher comes in a gift wrap.
- ❖ It is also possible to send a digital gift card via email.
- ❖ The gift voucher must be redeemed within two years, regardless of any waiting time on my part for a commissioned painting.

5. Complaints

Complaints about work performed must be reported to me, Daria Heidendael, by sending an email to info@dariaheidendael.nl. A response will follow within four weeks. We always look for a suitable solution in consultation.

6. Questions

Do you have questions about the Terms and Conditions? Send an email to info@dariaheidendael.nl.