

1 Art of Melush Terms and Conditions :

- 1.1.1 By purchasing a work of art through www.artofmelush.com you hereby agree to the following terms and conditions as stated below. Please note these terms are subject to change at any time without notification as new products/services become available.

2 Purchasing

2.1 Placing an order with Art of Melush

- 2.1.1 If you are interested in an original work displayed on www.artofmelush.com you will need to send a request to info@artofmelush.com . In this request you must provide us with your basic contact information and the location to where you wish goods to be shipped. We require this information to be able to calculate taxes and shipping costs.
- 2.1.2 Any personal information given to us by you will be subject to our privacy policy as set out in these terms and conditions.
- 2.1.3 When placing an order request via www.artofmelush.com, you will receive an email notifying you that your order request has been received that the availability of requested items are being checked and your shipping costs are being calculated.
- 2.1.4 Once shipping costs are calculated and availability of the item has been confirmed you will receive a second email with an attached invoice detailing your requested order, and a complete total of the prices of all goods, taxes and shipping costs. It will also include a copy of these terms and conditions.
- 2.1.5 To secure your order, on receipt of your invoice, you may make payment by either credit/debit card online through the link provided on your invoice. It is considered that any payment made is you agreeing to the terms herein.
- 2.1.6 Once payment has been received, you will be sent an email confirming receipt of payment and postage/shipping details with an estimated arrival date.
- 2.1.7 Please note, Art of Melush will only hold items for limited time. You will have 14 days from receipt of invoice in which to pay to secure your order. Failure to do so will result in the item being placed back into stock. If you are unable to make payment before the 14 day cut off, you the purchaser will need to contact Art of Melush to request an extension and revised invoice before the end of the 14 day period.
- 2.1.8 Art of Melush makes no guarantees of availability of stock if payment is not made before the due date. If payment details are not received within 14 days of invoicing Art of Melush



Melinda McCarthy

art of melush

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cannot guarantee the availability of stock. If payment is made late and stock is no longer taken, will not process payment.

- 2.1.9 No contract of sale will subsist between you the purchaser and Art of Melush until payments have been processed/ approved and products dispatched. The final email sent confirming the dispatch of your order constitutes our acceptance of your offer to buy goods from Art of Melush.

2.2 Pricing and Availability

- 2.2.1 All goods will be supplied subject to availability
- 2.2.2 Please note that all pricing shown online provided by www.artofmelush.com is not inclusive of taxes or shipping costs (see shipping and tax section for more details).
- 2.2.3 You the purchaser will be notified of all costs involved as well availability of goods before payment details are taken, in the form of an emailed invoice.
- 2.2.4 The information provided within emailed invoices is only valid for 14 from the issued date. After this 14 day period, items from unpaid invoices will be placed back into stock. Art of Melush will not be able to guarantee a certain item's availability after this 14 day period.
- 2.2.5 As Art of Melush contracts a third party (DHL or FEDEX). All shipping costs are set by the contracted third party and are current at time of invoicing. Art of Melush will honor the quoted price for the duration of the 14 day period. After this time shipping charges may be subject to change if deemed so by the contracted third party.
- 2.2.6 A reminder will be sent via email to you the purchaser 5 days before the end of the 14 day period.
- 2.2.7 If you the purchaser are unable to pay within the 14 day period but would still like to make a purchase you may request an extension. You may also check for availability in a future time. Extensions requests to hold an item will be given only for a further 14 days for which a revised invoice will be sent notifying of any changes.
- 2.2.8 Art of Melush reserves the right to decline an extension of time to hold an item beyond the initial 14 day period.

2.3 Color of artwork

- 2.3.1 When purchasing a work of art from Art of Melush, through either www.artofmelush.com or www.buy.artofmelush.com you understand that every effort has been made online to present all images of artwork as accurately as possible and are aware that whilst this is so, due to the fact that many individual monitors do display colors differently you accept that the color of the physical item may vary to that which is seen on the screen.



- 2.3.2 Art of Melush will not take responsibility nor liability for color accuracy of any Original or Printed Works of Art presented online.

3 Shipping

- 3.1.1 Items ordered will be sent to the address provided by you the purchaser as the delivery address and included on the invoice emailed detailing all order and shipping information and costs. It is up to you the purchaser to ensure that the delivery address details are correct.
- 3.1.2 Estimated shipping times are between 10 to 14 days within the United States of America after payment is cleared. However times may be longer for overseas deliveries. An estimated delivery time based on the location of the delivery address will be given with the invoice. When your order has been dispatched an expected delivery time will be included in the information of your confirmation email. Every effort will be made to keep to the quoted estimated timescales. However as delays can occur for a variety of reasons beyond our control, Art of Melush will be under no liability for any delay or failure to deliver products within published estimated timescales or timescales quoted on any correspondence between you the purchaser and Art of Melush.
- 3.1.3 When your items are dispatched, you will receive a tracking number with your confirmation email so that both parties may track the progress of the delivery.
- 3.1.4 All reasonable efforts will be taken by Art of Melush to ensure original artworks are carefully packaged to avoid damage during shipping/ delivery. However all risk of loss or damage of an item passes to you on the date of delivery by Art of Melush.
- 3.1.5 On receipt of your order, you must inspect items delivered. Acceptance of the delivery deems you have accepted the Artwork. If there are any problems or you wish to return the items you must contact Art of Melush immediately. Any returns will be made in accordance with our returns policy.

4 Refunds and Returns

- 4.1.1 Art of Melush wants their artworks to find happy homes. If you are not happy with your purchase and wish to return it, you may do so provided you notify us and arrange a return within 14 days of receipt of delivery. At this time you will be sent return instructions.
- 4.1.2 Art of Melush will only refund the purchase price of the actual items delivered. Art of Melush will not refund any shipping costs. If the purchaser opts to use our return courier service, the cost of the outgoing and return shipping will be deducted from the refund of the purchase price. If the purchaser wishes to arrange their own method of return, then the full purchase price minus the outgoing shipping cost will be refunded.



- 4.1.3 Refunds will be made only when returned items are received by Art of Melush or when a trackable proof of postage/delivery can be established. Art of Melush will not refund any payments nor accept responsibility for any loss of goods during shipping where a trackable proof of postage detailing returned goods cannot be established.
- 4.1.4 For purchases not made online and where the purchaser has seen the physical artwork in person, no refunds will be accepted.

4.2 Cancellations

- 4.2.1 Art of Melush reserves the right to cancel any order for an Original or printed work placed via the site if Art of Melush determines that the item is out of stock or otherwise unavailable. The purchaser will not be charged in the event of a cancellation.
- 4.2.2 If Art of Melush does cancel an order for any reason, they will contact the purchaser and in the event that payment has gone through before a cancellation is made by Art of Melush, a full refund will be made to the purchaser.
- 4.2.3 On receipt of the Invoice quoting pricing of all ordered items including shipping and taxes* the purchaser may choose to not go ahead with the order. No payment details will be taken until the purchaser agrees with the quote and terms and conditions of sale and confirms this by providing Art of Melush with payment details returned along with the completed form received with the invoice by either email or post.
- 4.2.4 Please note that if the purchaser chooses to cancel an order after payment is taken and the order has been dispatched, they will be subject to the terms and conditions of our refund policy.

5 Privacy

- 5.1.1 Art of Melush takes your privacy seriously. We will not pass on your personal details provided by you to other companies for marketing purposes.
- 5.1.2 Art of Melush keeps a record of your shipping and contact details in order to fulfill any order that you place through our website and to be able to maintain communications with you regarding your order where necessary. As payment is made using PayPal merchant services, Art of Melush does not store any card or billing details. These are stored by PayPal under their privacy guidelines. Art of Melush will not keep on file any credit card or debit card details of any of its customers.
- 5.1.3 Art of Melush keeps records of all invoices issued to customers for taxation purposes only.
- 5.1.4 During the ordering process, Art of Melush may ask for permission to use your contact details for promotional purposes, to keep you updated with any news, exhibitions or offers in relation to Art of Melush.



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- 5.1.5 If you the customer give such permission to Art of Melush, your details will not be sold to or shared with other companies.
- 5.1.6 If at any time you wish to be removed from the Art of Melush mailing list, a request may be sent via email to info@artofmelush.com or by clicking the unsubscribe options at the footer of the mailinglist emails
- 5.1.7 Art of Melush takes all reasonable precautions to keep all customer, mailing list and purchasing details private.

All terms and conditions are current as from January 2017.

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