

Terms and Conditions (AGB) THRdesign-Thomas Richter for artvariable / artvariable.com
Version: March 1, 2025

Our terms and conditions aim to clearly and reasonably regulate the business relationship between our customers (you) and us. The following business and service terms are part of all offers, agreements, arrangements, orders, contracts, deliveries, and services with artvariable/artvariable.com and THRdesign – Thomas Richter (hereinafter referred to as artvariable/THRdesign) as operator of the website artvariable.com and all artvariable offerings. They apply to all current and future business transactions even if not separately agreed upon. German law applies to all legal relationships. Deviating agreements, side agreements, and conflicting terms and conditions are not recognized unless explicitly agreed in writing.

Contract Partner:

THRdesign - Thomas Richter
Am Ring 2
86981 Kinsau
Germany
Tel.: +49 8869 2133225
E-Mail: info@thr-design.com
Website: www.thr-design.com

1. Offer, Order, Contract, Scope of Service, and Processing

All offers from artvariable/THRdesign are non-binding unless explicitly agreed otherwise in writing. Inquiries, orders, assignments, and order confirmations should generally be made in writing (via email) and automatically result in a contract upon our confirmation or sending an invoice. In exceptional cases, orders can also be placed verbally. Artvariable/THRdesign will make a note and send a short email confirmation to the customer. Additions or side agreements must be documented in writing to become part of the contract, or require written confirmation by artvariable/THRdesign.

Many offers from artvariable/THRdesign are limited editions, unique works, or custom-made items. Services will begin only after payment has been received.

2. Unique Items, Custom-Made Works, Individually Designed Products

Information, texts, and files for custom-made works must be provided at the time of contract conclusion (via email or download). Later changes are only possible if we agree; price adjustments may apply.

The data/content you provide must not infringe on the rights of third parties (including copyrights, personal rights, trademarks) or violate applicable laws. By submitting, you

guarantee compliance and indemnify us against any claims or costs arising from third-party claims.

3. Prices, Payment Deadlines

All prices listed on the website (artvariable.com) are final prices, including German VAT. Shipping costs are not included and will always be communicated and added.

Invoices must be paid within 7 days. Production and subsequent shipping begin only after payment.

Payments can be made via bank transfer or PayPal. Cash payment is only possible for personal pickups.

4. Delivery

Delivery is made to the address provided and listed in the invoice. We ship worldwide upon request. Some originals may be located abroad. Shipping occurs from the location of the work.

5. Certificates, Signature

For unique items, originals, and limited editions, you will receive a certificate.

For limited editions, artvariable/THRdesign issues the certificate. For originals, the certificate comes directly from the artist. If a purchase of an original or limited work must be reversed, the certificate must be returned. Without the returned certificate, a reversal is not possible. If a certificate is applied to the artwork, frame, mounting, or elsewhere, the right of withdrawal expires.

6. Right of Withdrawal

You have the right to withdraw from the contract within 14 days without giving reasons. Withdrawal must be made in writing (mail or email) within 14 days after the contract is concluded or goods are received.

The following exceptions to the right of withdrawal apply:

- Digital works (withdrawal ends with our start of contract performance).
- Custom-made works (with your approval and our start of contract performance, withdrawal ends).
- Limited editions (produced only after order and payment; withdrawal expires with payment).
- Photography prints (withdrawal ends with order and payment).

7. Consequences of Withdrawal

If a contract is withdrawn, all payments received from you must be refunded, including standard shipping costs. Return shipping costs are borne by the customer. Refunds are made within 14 days.

Returned goods must be sent back within 14 days after withdrawal. If shipped in original packaging, it must be used. Otherwise, use equivalent packaging. Goods must be protected against damage.

Customers are liable for any loss in value due to improper handling or return.

8. Retention of Title, Set-Off, Right of Retention

Goods remain our property until full payment of the purchase price. Set-off is only allowed if claims have been acknowledged or legally established. Right of retention applies only for claims from the same contract.

Customers are not entitled to assign claims from contracts.

9. Liability, Warranty

Statutory warranty rights apply. For entrepreneurs, the warranty period is 1 year from delivery; for consumers, 2 years.

We are liable for damages from injury to life, body, or health caused by intentional or negligent conduct. Liability is limited to foreseeable typical contract damages. No liability for indirect or consequential damages.

Differences in color, size, material texture, or dimensions between images and originals may occur; we assume no liability.

Product condition is only as specified by us or, if applicable, the manufacturer.

Defects will be remedied at our choice by repair or replacement. If unsuccessful, you may demand a price reduction or withdraw. Two unsuccessful attempts are considered failed, unless otherwise required. Costs for moving goods to a location other than the place of performance are not borne by us, unless for proper use.

Defects must be reported immediately in writing, at the latest within two weeks. Obvious defects must be reported immediately after delivery. Failure excludes liability.

10. Rights, Reproductions

Purchasing an original transfers ownership, not copyright. Reproduction/duplication is prohibited. Licensing requires separate agreement.

Limited editions follow the same rules. Copyright remains with the artist.

Photographic prints confer ownership of the print only, not image rights.

Any reproduction, distribution, rental, public access, or other analog/digital use is prohibited unless legally allowed. Resale is possible, but no rights transfer.

11. Data Protection

All transmitted data is treated confidentially, stored, and used only for the agreed service. Further information in our privacy policy at www.artvariable.com.

12. Governing Law, Place of Performance, Jurisdiction

German law applies. For consumers, only if it does not reduce protections under mandatory law of their residence (principle of favorability).

For merchants, public law entities, or unknown general jurisdiction: place of performance and jurisdiction is the company's location.

UN Sales Law does not apply.

13. Online / Alternative Dispute Resolution

The EU Commission provides an online dispute resolution platform at <https://ec.europa.eu/odr>. The platform will cease operations on July 20, 2025.

We are not obliged to participate in dispute resolution and will not do so.

14. Miscellaneous

Emails are deemed delivered when the recipient server has accepted them. Emails may be sent unsigned and unencrypted, unless otherwise agreed in writing.

If one or more provisions of these terms are invalid, the validity of the remaining provisions remains unaffected. The customer and artvariable/THRdesign agree to replace invalid provisions with valid ones that most closely reflect the economic intent of the invalid provisions.