

Terms of Use & Sale — art.globalpainters.net

Effective date: 03 March 2026

1. Scope

These Terms of Use & Sale (“Terms”) govern:

- your use of the website **art.globalpainters.net** (the “Website”);
- browsing information about our projects and exhibitions (past, current, and upcoming);
- purchasing artworks through the Website.

Only artworks by members of the Association of Global Online Painters (AGOP) are offered for sale via the Website. The Website presents and sells artworks created by AGOP members that have participated or are participating in AGOP exhibitions/projects. We do not list or sell artworks by third-party artists who are not AGOP members unless explicitly stated otherwise.

By using the Website and/or placing an order, you agree to these Terms.

2. Who we are (operator and seller)

The Website is operated by **AGOP MTÜ** (“AGOP”, “we”, “us”).

Sales of artworks via the Website are carried out by **AGOP MTÜ** and/or its partner **Värvikaru OÜ** (together, the “Seller”, unless the context requires otherwise).

Contact: agop@globalpainters.net

Address: Nooruse 4-4, Loksa linn, Harju maakond, Estonia, 74805

Registry code: 80657441 (AGOP MTÜ) /12815776 (Värvikaru OÜ)

VAT number (if any): Not VAT-registered

3. Definitions

- **Buyer** — a user placing an order on the Website.
- **Artwork / Work** — an original artwork by an **AGOP member** presented on the Website for sale.
- **AGOP Member** — an artist who is a member of the Association of Global Online Painters (AGOP), whose artworks may be presented and sold via the Website.
- **Exhibition** — a past, current, or upcoming exhibition/project described on the Website.
- **Order** — a purchase of an Artwork placed by the Buyer via the Website.

4. Information on the Website

We aim to provide accurate descriptions, images, and parameters of Artworks (size, technique, year, condition). However:

- colors may vary due to screen settings;
- minor differences between images and the perceived appearance are not considered defects.

5. How the sale contract is formed

1. Displaying an Artwork on the Website is an invitation to place an Order.
2. A sale contract is formed when we confirm the Order (e.g., by email and/or an “Order confirmed” status) and/or accept payment, depending on the Website’s checkout flow.
3. We may cancel an Order prior to confirmation if:
 - the Artwork is no longer available or has already been sold;
 - there is an obvious pricing or description error;
 - we reasonably suspect fraud or misuse.

6. Price and payment

- Prices are shown on the Website in **EUR**.
- Available payment methods: **card / PayPal / bank transfer / etc..**
- Payment processing fees (where applicable) may be included in the price or shown separately at checkout, depending on the payment method and checkout configuration.

7. Exhibition status and shipment timing (key rule)

7.1 Purchases during an exhibition

If an Artwork is purchased while it is **being exhibited** at an Exhibition, it will be shipped to the Buyer **after the Exhibition ends**.

- The Exhibition end date is shown on the relevant Exhibition/project page on the Website.
- After the Exhibition ends, we prepare the shipment and hand the Artwork to the carrier within a reasonable time (typically within **[X] business days**), unless otherwise agreed with the Buyer.

7.2 Who ships the Artwork

The shipment is fulfilled by:

- the **artist**, if the Artwork is held by the artist; or
- **AGOP / Värvikaru OÜ**, if the Artwork is held in our storage (“in storage”).

The fulfillment route depends on the Artwork’s location and logistics.

8. Shipping, risk of loss, and customs

- Shipping methods, timelines, and costs are shown at checkout or agreed separately (depending on destination and Artwork size).
- We recommend trackable shipping; insurance may be available upon request and at additional cost.
- **Risk of accidental loss or damage** transfers to the Buyer when the shipment is handed over to the carrier, unless mandatory law provides otherwise.
- For international shipping, **customs duties, import taxes, and other charges** may apply in the Buyer's country; unless explicitly stated otherwise, these are paid by the Buyer.

9. Cancellations, returns, and refunds

9.1 Statutory rights

Where mandatory consumer protection law applies (including, where relevant, EU consumer rules), the Buyer may have a statutory right to withdraw within the legal period (often **14 days** from receipt), subject to any legal exceptions.

9.2 Returns policy (default)

Unless otherwise stated on the Website, we accept returns under these conditions:

- the return request must be submitted within **14 days** of delivery;
- the Artwork must be returned in its original condition and, where reasonably possible, in the original packaging;
- **return shipping is paid by the Buyer**, unless the return is due to a defect or an error on our side.

Refunds are issued after we receive the returned Artwork and verify its condition, within a reasonable time, taking into account payment provider rules.

9.3 Shipping damage

If an item arrives damaged:

- keep the packaging;

- take photos/video during unpacking;
- contact us within **48–72 hours** of delivery.

10. Authenticity and intellectual property

- Artworks offered via the Website are original works by AGOP Members, unless explicitly stated otherwise.
- Copyright and all intellectual property rights in the Artworks and images remain with the authors/rightsholders.
- Copying or reusing Website materials without permission is prohibited.

11. Informational nature of content

Information on the Website about exhibitions/projects and any consultations or communications are provided for informational purposes and do not constitute legal, tax, or financial advice.

12. Limitation of liability

To the maximum extent permitted by law:

- we are not responsible for delays caused by carriers, customs, force majeure, or other circumstances beyond our reasonable control;
- our liability for direct damages related to a specific Order is limited to the amount paid by the Buyer for that Order, unless mandatory law requires otherwise.

13. Force majeure

We are not liable for failure or delay caused by events beyond our reasonable control (including emergencies, war, strikes or carrier disruptions, customs restrictions, venue closures, or other force majeure events).

14. Changes to these Terms

We may update these Terms from time to time. The current version is published on the Website with an effective date. Continued use of the Website constitutes acceptance of the updated Terms.

15. Governing law and disputes

These Terms are governed by the laws of **Estonia**, unless mandatory consumer protection law of the Buyer's country provides otherwise. Disputes are subject to the courts of Estonia, unless mandatory law requires a different forum.