**RusArtist Terms And Conditions**

Welcome to www.rusartist.de.

The main objective of RusArtist is providing artists and sculptors help in selling their Works.

All major details about publishing Works on the website and their purchase are listed in RusArtist Terms and Conditions. If you have some questions that are not answered there, please let us know using “Contact” form.

The Administration of RusArtist website (hereinafter referred as Administration) holds the right to change and/or supplement the current Terms and Conditions at its own discretion at any time without previous and/or further notice.

If you do not agree with the current Terms and Conditions, you have the right to refuse from following them unilaterally by complete stop of using all RusArtist services.

The integral parts of the current Terms and Conditions are:

* General business conditions
* Terms of data publication
* Property rights

1. Provided Services
   1. Authors are permitted to publish information about intention to sell their Works on RusArtist.
   2. Author can purchase European-quality materials for his Works on RusArtist website.
   3. You will have a personal page, where information about You and photos of Your works will be published.
2. Limitation of Administration Liability
   1. All services of RusArtist are provided “as they are”. Administration doesn’t guarantee that RusArtist services will correspond to Your requirements, as well as doesn’t accept the responsibility for compliance of the services with User’s purpose.
   2. Administration doesn’t bear responsibility for breaks in providing services that are caused by technical problems in work of equipment and/or software.
   3. Administration doesn’t bear responsibility before Users and any third-parties for any occasional, unintentional, indirect damage associated with the use of RusArtist content, including missed profits or lost data.
   4. RusArtist can contain URLs to websites in the internet and any Content owned by third-parties. Such third-parties and their Content are not moderated by Administration for compliance with honesty, decency, lawfulness and other requirements. Administration doesn’t bear responsibility for any information published on third-party websites accessed via RusArtist.
   5. The URL to any website, product, service, any commercial and non-commercial information placed on RusArtist is not an approval or recommendation of current products and services from the side of Administration. From the moment you go to third-party websites, the current Terms and Conditions are not more in force.

1. Prohibited Use Of Website

The following use is forbidden:

* 1. Reselling somebody else’s Works, if You haven’t made any efforts for their creation (except providing the Works of your relatives in cases, if for some reasons they have no access to internet).
  2. Placing any materials that contain viruses or other code, files or programs intended for violating, destruction or limiting the functionality of any computer or telecommunication equipment or software, for providing unauthorized access.
  3. Using RusArtist by any way that can affect its normal functioning.
  4. Collecting and saving Users’ personal information by any possible way.

1. Administration Rights
   1. Administration holds the right to edit and/or delete any Content.
   2. Administration holds the right to limit publishing Works in website sections selectively, and refuse to publish them in cases when they don’t match the subject, according to Administration’s opinion.
   3. Administration holds the right to change website design, content, set of services at any time, as well as to modify or supplement software and other objects that are used or stored on the website, any server applications after previous notice or without it.
   4. Website and provided services can be partly or fully unavailable due to maintenance needs or any other technical reasons. Administration has the right to carry out all necessary preventive or other works at any time by its own discretion, after previous notification of Users or without it.
2. General Information
   1. Current Terms and Conditions are the agreement between You and Administration regarding the use of RusArtist and its services. They substitute the previous agreements between You and Administration;
   2. Current Agreement is regulated and interpreted in full accordance with the law of Germany. Statements that are not regulated by this Agreement are to be resolved in accordance with the law of Germany.
   3. If for some reasons one or a few regulations of the current Terms and Conditions is not valid or have no judicial power, this doesn’t influence on the validity or applicability of other regulations.
   4. Nothing in Terms and Conditions can be regarded as setting agent relationship between Author and Administration, as well as relationship for joint venture, personal recruitment or any other relations that are not foreseen by Terms and Conditions.

**General Business Conditions.**

1. Area of Validity

Business relations between RusArtist and Author/Customer are regulated exclusively by the following business conditions in edition valid as of the date of making an order. Other definitions, especially purchase conditions, become the subject matter of contract, if this is stated in written form.

1. Making a Contract / Order

For Authors.

* 1. After Administration is filing an order, Author is made a binding offer for making a purchase and sale agreement.
  2. To confirm an order, Administration transfers $50 US (or equivalent amount at the exchange rate of national currency) to bank account specified by Author, for filling out the export permit and postal charges.
  3. The Work price is paid to Author after its sale.
  4. The following charges are added to the Work price :
* Canvas stretcher expenses (postal charges, the stretcher price)
* Custom charge in the amount of 100%,
* Commission fee in the amount of 25%.
  1. After Author publishes Works on RusArtist website, he must provide one Work to Administration for sale within six weeks.
  2. After Work sale and paying money to Author, an Author must provide one Work for sale within four weeks.

1. Making a Contract / Order

For Customers

* 1. Our information about products and prices in the process of accepting the order are free and optional.
  2. After filing Your order You make a binding offer for a purchase and sale agreement.
  3. In order to confirm Your offer, You must transfer 30% of agreed Product price to the specified bank account.
  4. You must transfer the rest 70% of agreed Product price after receiving a notification that product is delivered to Germany and is in our office, ready for shipping to the address specified by Customer.
  5. A purchase and sale agreement comes into effect at the moment of transferring second payment from Customer to RusArtist bank account in the amount of 70% of agreed Work price.
  6. Only after a Purchase and sale agreement comes into effect, a request for product shipment comes into effect.
  7. If Customer refuses from purchase during the shipment process, he gets his first payment (see paragraph 3.3) back with the deduction of 40 Euro for postal charges.

1. A Right of Contract Cancellation or Disclaimer
   1. Cases of cancellation or disclaiming contract with Author are discussed personally with work Author.
   2. Instructions for a right of disclaimer.

* You have the right to withdraw your contract application within 1 month in written form (for instance, by letter, fax, e-mail) without specifying reasons or – if the product is provided to you before this term expires – by sending the product back.
* The term begins at the moment of receiving the current explanation in written form, and before the moment of product delivery to a recipient (in case of repeated shipments of equivalent products before the moment of delivering the first party of products) and before the moment of executing our informational commitments according to art. 246 § 2 in conjunction with § 1 section 1 and 2 of EGBGB, and our commitments according to §312 of section 1 line 1 of BGB in conjunction with art. 246 § 3 EGBGB.
* For defining disclaimer term it is enough to send the disclaimer or a product back in proper time.
* Contract disclaimer must be sent to the following address:

Yevheniy Hinkel, Sonnengasse 12, D-74072 Heilbronn, rusartist65@gmail.com.

* 1. The consequences of cancellation or disclaimer of contract.
* In case of actual contract disclaimer delivered products or existing profits (for instance, percentage) must be returned.
* If You are not able to return products delivered by us in full size or partly, or you cannot return them in worsen condition, You must compensate the full product price to us.
* In case of product return the current regulation is not in force, if its condition can be estimated only by inspection – as if it was in store.
* In case when product quality was worsened by correct and direct use, You are not obliged to compensate the product price.
* A Product shipped by postal parcel is sent under our responsibility.
* You must pay off the expenses for return shipment, if the delivered product fully corresponds to your order and its price is not more than 40 Euro, or if in case of higher product price you haven’t paid it off or haven’t transferred the partial payment agreed by the contract.
* In other cases the return shipment is free for You.
* Products that are not to be shipped by mail will be taken away from You. The obligations for payments refund must be executed within 30 days.
* The term for You starts from the moment of sending You an application for disclaimer or product return, for Us – from the moment of receiving it.

1. Delivery
   1. Shipment of ordered product is made to an address specified by customer.
   2. The term of delivery around Germany is usually 5 business days. Information about delivery terms is not obligatory.
   3. A customer must take into account the terms for delivery to Germany, if a product is located at the territory of another country.
   4. Author must send Works to the following address:

Yevheniy Hinkel, Sonnengasse 12, D-74072 Heilbronn, Germany.

1. Prices, Postal Expenses and Payment.
   1. Prices for all Works of Authors are contractual.
   2. In addition to specified product price we deduct postal expense that depend on product value and type of delivery type.
2. Property Right.
   1. A Work stays an Author’s property until it is fully paid off.
   2. After receiving a full payment from Customer, it becomes a property of Customer.
3. Liability for Product Defects.
   1. If a product we delivered has a defect, the issue is regulated by art. 434 of Federal Civil Code. If other regulations are not discussed further, all future customer’s requirements are excluded, in spite of any legal reasons.
   2. We do not bear any responsibility for defects that are not on the delivered product itself.
   3. We do not bear responsibility for short-received customer profit or any other financial loss.
   4. In case if responsibility is excluded or limited, the current regulation also applies to a personal responsibility of hired employees, middle-men and helpers in executing an order.

* Specified limited responsibility is not valid in case of applying obligatory responsibility, for instance, by the Law About Liability for Products, in case of intended actions, gross negligence, in case of danger to life, body or health or in case of violating important contract commitments.
* Requirement for compensating material loss due to violating important contract commitments is limited by typical, foreseen loss, if there were no intended actions or gross negligence, or by responsibility in case of danger to life, body or health.
  1. We also do not bear responsibility for loss and defect caused by improper use or application of delivered products.
  2. The limitation period is 24 months since the product delivery date.

1. Law In Force.

Law of Federal Republic of Germany is exclusively in force.

1. Legal Administrative Details.

Yevheniy Hinkel, Sonnengasse 12, 74072 Heilbronn, Germany

USt.-ld.-Nr.: DE 254685757

(Stand: 17.07.2012)

**Terms of Data Publication**

The current Terms cover all public and generally accessible sections of RusArtist and all types of data (text, graphic images, photos, audio, video). Each section of RusArtist can have its own additional requirements for published information.

1. Publication of any information about Author and his works in any generally accessible section of RusArtist automatically implies the agreement of Author with the current Terms and obligation to follow them.
2. Additions and changes of terms come into effect from the moment of their publication.
3. We use Your information in order to provide You with comfortable collaboration with us.
4. Your information is not passed to third-parties.
5. Personal information provided by You is liable to be stored on electronic drive and processed in the way required for executing the contract conditions.

**Property Rights**

1. The entire Content published on RusArtist, including design elements, text, photos, graphic images, software, scripts, sounds, video and other objects are subject matter of exclusive right of Administration and other possessors of a right, all rights for these objects are reserved.
2. All RusArtist services and all required programs related to them contain confidential information that is protected by intellectual property laws and other German and international laws. The design elements, text, photos, graphic images, scripts, sounds, video either a matter of Administration property or are provided to Administration by a license, and copyrights are applied, as well as trademark rights and other intellectual property rights. Any third-party trademarks and service marks located on RusArtist, are trademarks or service marks of their proper owners.
3. No Content can be downloaded, imported, played, distributed, transferred, broadcasted, demonstrated, licensed or used any other way for any purposes in full or partial form, without preliminary permission of rightholder, except the cases, specified in RusArtist Terms and Conditions or in laws of Germany in force; the exception is cases when a rightholder has expressed his consent for free use of material in obvious form.
4. When You upload or publish Content on RusArtist, You:

* Automatically provide nonexclusive right for the use of Content by viewing, playing or processing, including copying and printout of copies; other rights are provided exclusively for personal noncommercial use, except cases when such use affects or can affect interests of rightholder protected by the law;
* Automatically provide nonexclusive and free of charge right to Administration for using Content by copying, public performance, playing, processing, translation and distribution in any media formats and by any media channels for RusArtist purposes, including popularization of RusArtist. Administration can manufacture derivative works or insert Your Content as fragments into proper collections, perform other actions for specified purposes.

1. The use of Content that You got access to exclusively for your personal noncommercial use is acceptable only in case of saving all authorship marks or any other authorship signs, saving author’s name in unamended form.
2. You affirmatively authorize Administration by law to make copies of your Content published on RusArtist in order to simplify its publication and storage.
3. Administration can save archive copies of Users’ Content during the indefinite term.

**Questions and Answers.**

1. How to publish works on the website?

* If You reviewed our terms and conditions and would like to publish your works on our website, please contact us via “Contact” page.

1. Why cannot Author negotiate with a Customer directly?

* Because there is no guarantee that a Customer will receive Work and that Author will receive payment for it. Administration takes this risk upon itself. Also there is a language barrier between Author and Customer.

1. How much is the canvas stretcher and postal charges?

* The price of the canvas stretcher and postal charges for its delivery is 18 Euro.

1. How much is the custom fee for painting?

* 7% of assessed amount that was specified in painting shipment documents. For more details please contact us personally.

1. Do I need to keep paintings that were published on the website at my home?

* At the initial stage of our collaboration there is no need in keeping these works in hand. At a later stage, as the demand for Your works grows, a need to have a few works ready for shipment at home can occur. You may wish to keep two or three of your works at our place.

**About Us.**

    Hello,  
My name is Yevheniy Hinkel. I am a founder of Rusartist.de service, and in the nearest time I will answer to you calls and emails.

The idea of creation such resource was born quite long time ago, when I found out that my friends are interested in works of artists and sculptures from CIS countries. There are a lot of talented people with incredible style of works, but you can hear about them only by occasion, travelling to their countries.

These artists have a cross interest to sell their works to foreign customers and come up to a new level of fame. I decided to create a website intended for buying and selling works of artists and sculptures from CIS countries. My purpose was to provide safe and comfortable way of trading valuable masterpieces.

A customer must be sure that he will not be deceived, and he will receive exactly the product he paid his money for. From the other hand, an author also must have a guarantee that he will get money for his work. This is what we created this website for. It is a mediate link between authors from CIS and customers from abroad. Here artists can place their works for sale, and customers interested in purchase can contact us for discussing all details, make a deal and execute it, spending minimum of their time and efforts.

Why is it impossible to do without a mediator by means of our resource? There is a language barrier between authors from CIS and foreign customers, and it can prevent successful negotiations. Being fluent in a few languages (Russian, German, English), we solve this problem, easily establishing a contact between clients and artists.

Trade in works of art causes specific problems. Such valuable goods require careful transportation, qualified assessment and proper deal documentation. All these difficulties are solved by our service. We are aimed to make sale and purchase of artistic works maximally simple, taking all cares upon ourselves.

This approach is also used for payments. We offer payment methods comfortable for both authors of works and customers. Whatever country you are from, don’t worry about any financial issues. Besides this, we are a guarantor of resolving any disputable situations between customer and seller. An artist who provided his work to our fund, can get it back at any moment. In the same manner a customer can call or write to us in case he decides to cancel a purchase. We guarantee money refund, if he doesn’t receive the purchased product.

In order to make this collaboration comfortable for all parties, we created a set of rules that will provide safe and efficient work of our service. Obviously not all Authors and Customers may like these rules. But they are necessary for minimizing our risks and making purchase maximally comfortable for both parties.

We are planning to develop this service in future, reacting to the wishes of our clients. In the nearest future we are going to create an online store of goods for artists. We are able to offer high-quality paints, canvases and other goods by prices lower than in specialized stores in Moscow and other cities of CIS. In our catalogues you will find products of manufacturers famous worldwide – Schminke, Lukas, Winsor &Newton, Talens and others.

Our address is:  
Sonenngasse 12  
D-74072 Heilbronn  
Germany  
Tel.  +49 (0) 7131 20 303 44  
Fax. +49 (0) 7131 20 303 46  
  
Taxpayer Identification number

(according to §27a, turnover tax law):   DE254685757

**Contacts**

* Do you want place Your Works on our website?
* Do you want to purchase one of Works placed on our website?

If so, please fill in the following fields, type Your question and press “Send” button.

We will reply you within 24 hours.