

## **General Terms of Use**

Effective Date: 19 March 2024

#### General

The following Terms of Use (referred to as "Terms") are applicable alongside the Buyer Terms and Conditions, and the Seller Terms and Conditions. They govern all transactions on theblueneon.com (referred to as the "Site"), operated by THEBLUENEON LTD (referred to as "The Blue Neon", the "Platform", the "Marketplace", "we", "us", or "our"), involving the sale of Artworks (also referred to as "Products") via the Service (the process of displaying/selling Artworks through the Site) between the Buyer and the Seller.

#### Information about us

We are THEBLUENEON LTD, a Private limited Company registered in England and Wales under number 15309829, our registered office is at 58 Avenue Road, London, N15 5JH.

#### Use of the Site

By accessing or using the Site, you agree to be bound by the Terms and all applicable laws and regulations. If you do not agree with any of these terms, you are prohibited from using or accessing our site.

## **Eligibility**

By placing an order through the Site, you warrant that you are legally capable of entering into binding contracts and that you are at least 18 years old.

#### The Marketplace

We operate as an online platform that connects Buyers with independent Sellers offering a variety of Artworks. As a marketplace, The Blue Neon facilitates transactions between Buyers and Sellers by providing a platform for listing, viewing, and purchasing Products. Sellers are responsible for providing to us their exhaustive listings - including artwork description, size, pricing and medium - to be posted in our online collection.

While The Blue Neon facilitates these transactions, it does not own or sell any Products directly. Instead, it serves as a venue for Sellers to showcase their creations and for Buyers to discover and acquire unique pieces of art.

Except as otherwise expressly provided in the Terms, we are not the agent, intermediary or other representative of the Sellers.

# How the contract is formed between us and the Buyer

- 1) The Artworks are presented on the Site with a description enabling the Buyer to know their essential characteristics and price.
- 2) The Buyer selects the Artwork he wishes to purchase by filling in the "Purchase Artwork" form available on each Artwork page.
- 3) He receives an email acknowledging his order (confirmation email or 'order received' email) and specifying the payment process.
- 4) The Seller is informed by The Blue Neon each time a Product he posted is subject of an order.

- 5) The Seller agrees to confirm and/or deny the availability of the Product ordered by the Buyer within 5 days of receipt of the information referred to in paragraph 4.
- 6) Once the availability of the Product is confirmed by the Seller and the payment has been received, an email is sent to the Buyer by The Blue Neon to inform him that his order has been processed ('order processed' email).
- 7) The Seller agrees to deliver the Product to a carrier within 5 days of the confirmation of its availability and provides a tracking number (if applicable).
- 8) The Buyer receives an email stating that his order is now complete once the Product has been despatched, with the shipping information ('order completed' email).
- 9) The Product will be the Buyer's responsibility from the completion of delivery.

## Price and payment

The pricing of the Product, including delivery fees, is as indicated on the Site at the current time, barring obvious errors. Product price is subject to modification at any time; however, these changes will not impact orders for which we have already sent a confirmation email.

The purchase price of the Product is determined by the Seller. It is stated in British pound sterling on the description. Payment of purchases made through the Service are made solely by bank transfer to The Blue Neon who collects the corresponding amount on behalf of the Seller and for his account. The transfer must be made within 5 business days from the date of order (reception of the confirmation email). In the event of unavailability of the Product, the Buyer will be reimbursed within 5 days.

Our Platform contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products may be incorrectly priced. If we discover an error in the price of the Product you have ordered we will inform you and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order with the Seller until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, the Seller does not have to provide the Product to you at the incorrect (lower) price.

#### Availability and delivery

The Product shall be delivered to the address provided by the Buyer during his order. In this case, the Seller, provided that he has confirmed the availability of the Product and that we have notified him of the receipt of payment, is in charge of packing the Product and making it available to a carrier.

The Blue Neon exclusively operates within the United Kingdom, showcasing Artworks solely by UK-based artists. All transactions are confined to the UK territory. The Marketplace expressly disavows any liability for transactions attempted outside this geographic boundary or for Artworks originating from artists located outside the United Kingdom.

The Seller agrees to take all possible measures to be able to ship the package within 5 working days, or to communicate a later shipment date, which cannot go beyond 2 months after the validation of the order.

Product is delivered to the address specified by the Buyer when placing his order and should be delivered no later than 7 business days after confirmation that the Product has been made available to the carrier by the Seller, the period varying depending on the carrier chosen. It is the sole responsibility of the Buyer to ensure that the information he gives to The Blue Neon for this purpose is correct.

The Seller agrees to provide us the name of the carrier dealing with the transport of the Product as well as the tracking number, which we will then forward to the Buyer. This allows the Buyer to track the status of its order on the carrier's website, provided that the carrier offers a package tracking service.

Your order will be fulfilled by the Seller as soon as reasonable, unless there is an Event Outside Control. If the Seller is unable to fulfil delivery because of an Event Outside Control, we will contact you. The Product will be your responsibility from the completion of delivery. In that case the Product is transported at the Seller's risk.

Delivery will be considered completed when the Product is delivered to the address the Buyer gave when making the order.

#### **Events outside of our control**

We shall not be held liable or deemed in breach of any contractual obligations due to the failure or delay in performance resulting from events beyond our reasonable control (referred to as "Force Majeure Event").

A Force Majeure Event encompasses any act, event, non-occurrence, omission, or accident that is beyond our reasonable control, including but not limited to: strikes, lockouts, or any other form of industrial action; civil unrest, riot, invasion, terrorist attacks, or threats thereof, whether declared or undeclared war, or any preparations or threats for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, or any other natural calamity; inability to use railways, shipping, aircraft, motor transport, or any other form of public or private transportation; inability to use public or private telecommunications networks; and acts, decrees, legislation, regulations, or restrictions imposed by any government.

During the continuation of a Force Majeure Event, our performance shall be deemed suspended, and we shall be entitled to an extension of time for the duration of such period. We shall exert reasonable efforts to bring the Force Majeure Event to a conclusion or to explore viable alternatives that enable the fulfilment of our obligations despite the Force Majeure Event.

#### VAT

Please note that The Blue Neon is, at this stage, not registered for Value Added Tax (VAT) and given marketplaces are legally obligated to collect VAT on behalf of Sellers (if applicable), we cannot accept Sellers who are VAT registered.

### Our liability

If we fail to comply with the Terms, we shall only be liable to you for the purchase price of the Product.

We will not be liable for losses that result from our failure to comply with the Terms that fall into the following categories: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; or waste of management or office time.

#### Corrections

Descriptions of Products included on the Site are accurate to the best of our knowledge. We do our best to correct errors or omissions as soon as we are aware of them. However, you should be aware that the colours and appearance of images, mounts and frames may vary slightly from the way they appear on the screen.

### **Privacy policy**

Please refer to the specific policy available on the Site for comprehensive details regarding how The Blue Neon collects, uses, and discloses your personal information when you visit, use our Service, or make a purchase from the Site or otherwise communicate with us.

#### Communication between us

In adherence to relevant legislation, certain information or communications we transmit to you must be in written form. By using the Site, you acknowledge that our primary mode of communication will be electronic through the email: contact@theblueneon.com. We will reach out to you via email or furnish information through posted notices on our Site. By engaging with us, you consent to this electronic mode of communication for contractual purposes. You also recognise that all contracts, notices, information, and other communications provided to you electronically satisfy any legal stipulation mandating written communication.

## Copyright policy

The visual content and designs displayed on the Site are either the exclusive property of The Blue Neon or belong to their respective copyright holders. They are used by us under explicit authorisation from the copyright holders or their representatives. All copyright, trademarks, and other intellectual property rights associated with The Blue Neon belong to The Blue Neon, as applicable. You are strictly prohibited from reproducing, altering or distributing our images or any portion thereof in any manner.

In the event of a dispute between us regarding this matter, you consent that until the issue is resolved, an interim injunction will be an appropriate recourse. An interim injunction is a court-issued order that would halt any further utilisation or distribution of the disputed image until a final court hearing, during which the court will adjudicate on all pertinent facts.

## Our right to change the Terms

We retain the prerogative to revise and modify the Terms periodically to accommodate shifts in market conditions impacting our operations, advancements in technology, alterations in payment methodologies, changes in pertinent laws and regulatory mandates, and enhancements in the capabilities of our systems.

You shall be bound by the prevailing policies and Terms at the time of placing your Product order with us, unless such alterations to those policies or the Terms are necessitated by law or governmental directive (in which case they shall be applicable to previously placed orders by you), or if we inform you of the modifications prior to sending the confirmation email (wherein we reserve the right to assume your acceptance of the amended Terms, unless you notify us to the contrary within 7 business days from the receipt of the confirmation email).

#### Misuse of the Site

We reserve the right to remove Sellers from our collection and deny Buyers the right to purchase Products at our discretion. This decision is final and not subject to appeal, except as required by law.

#### Severability

If the Terms are at any time held by any jurisdiction to be void, invalid or unenforceable, then they shall be treated as changed or reduced, only to the extent minimally necessary to bring them within the laws of that jurisdiction and to prevent them from being void and they shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other part of the Terms.

#### No waiver

No waiver by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

### **Dispute resolution**

In the event of a dispute arising out of or in connection with the Terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

### Applicable law

The Blue Neon is a company registered in England, and every sale shall be deemed to be performed in the UK. English law shall govern each transaction, including (without limitation) all contractual and other relationships, which arise as a result of such sales.

# **Buyer Terms and Conditions**

Effective Date: 19 March 2024

This part is supplementary to and should be read together with the General Terms of Use.

#### General

To use the Service, the Buyer must accept and agree to comply with the Buyer Terms and Conditions (referred to as "Buyer Terms") without restriction or reservation. Sales made through the Service between Buyers and Sellers are governed by the General Terms of Use, which must also be accepted by the Buyer during each purchase; they supplement the Buyers Terms.

The Blue Neon reserves the right to modify the Buyer Terms as necessary to support our business objectives. All changes will take effect for the Products from the moment they are posted online on the Site.

#### Use of the Service

As a Buyer on The Blue Neon platform, you are responsible for carefully reviewing artwork listings, including descriptions, images, and pricing, to ensure they meet your expectations and requirements. Before making a purchase, the Buyer should communicate with us to clarify any questions or concerns regarding the Artwork, shipping, or other relevant details.

The Buyer is expected to complete a purchase in a timely manner and provide accurate shipping information to facilitate a smooth transaction.

Upon receiving the Product, the Buyer should inspect it carefully and communicate with us regarding any issues or discrepancies.

Using the Service constitutes acceptance of the Buyer Terms.

#### Cost of the Service

The use of the Service is free (excluding any connection costs, the price of which depends on your electronic communication provider), without obligation to purchase on the Site. Only the purchase of a Product from a Seller is to be paid for, under the conditions set out in the Terms.

#### Right of cancellation

As a Buyer, you may cancel a contract at any time within 14 working days, beginning on the day after you received the Product. In this case, you will receive a full refund of the price paid for the Product in accordance with our return policy.

To cancel a contract, you must inform us in writing first before shipping back the Product. You must also return the Product to the Seller immediately, in the same condition in which you received it (in its original packaging or equivalent), and at your own cost and risk.

The refund of The Blue Neon to the Buyer is made once the Seller has notified us of the good reception of the Product.

## Return and refund policy

Please refer to the specific policy available below for comprehensive details regarding the return policy.

#### Damage and non-delivery

Claims for damage must be made within 2 days of receipt of the Product and provide photos to show the condition of the package and the Product. Damaged Product and packaging must be retained in case of inspection by the carrier. The return policy does not cover damaged items that were not notified within the specified deadline.

Claims of non-delivery must be made within 28 days of despatch ('order completed' email).

#### Applicable law

The Buyer Terms are entered into in England and shall be governed by, and shall be construed in accordance with, English law. The courts of England shall have jurisdiction to hear and determine any cost, action or proceedings, and to settle any disputes which may arise out of or in connection with these rules and you irrevocably submit to the jurisdiction of such courts.

## **Seller Terms and Conditions**

Effective Date: 19 March 2024

This part is supplementary to and should be read together with the General Terms of Use.

#### General

To use the Service, the Seller must accept and agree to comply with the Seller Terms and Conditions (referred to as "Seller Terms") without restriction or reservation. Sales made through the Service between Buyers and Sellers are governed by the General Terms of Use, which must also be accepted by the Seller during each purchase; they supplement the Seller Terms.

The Blue Neon reserves the right to modify the Seller Terms as necessary to support our business objectives. All changes will take effect for the Products from the moment they are posted online on the Site.

### Use of the Service

As a Seller on The Blue Neon platform, you are responsible for providing accurate, up to date and detailed listings for your Products. This includes providing clear descriptions, high-quality images, medium, accurate pricing, and any other relevant information.

The Seller must ensure that all Artworks listed on the Site comply with applicable laws and regulations, including copyright and intellectual property rights.

You agree to have your Products and descriptive information posted on the Site.

You will inform us of any changes in the information stored by us including name, address and contact details, pricing of the Artworks, and the availability status of the Artworks.

The Seller is also responsible for promptly fulfilling orders, providing excellent customer service, and addressing any inquiries or issues from the Buyer in a timely manner. It is important for the Seller to maintain professionalism and transparency throughout the transaction process to ensure a positive experience for both the Buyer and the Seller.

Using the Service constitutes acceptance of the Seller Terms.

#### Acceptance of a Seller

We reserve the right to accept or decline your application to market Artworks through us. Your application includes your acceptance of the Seller Terms.

The Blue Neon also reserves the authority to suspend or terminate your account should any information provided during registration or subsequently thereafter be discovered as inaccurate, outdated, or incomplete; or if you fail to comply with your obligations; or for serious misconduct, without any notice and without you being able to claim any compensation.

You pledge to assume sole liability for any activities or actions conducted under your name, whether or not they were authorised by you.

#### Acceptance of an Artwork

We reserve the right to accept or decline your application to market any Artwork through us for any reason.

The Products featured must be contemporary in nature, and the respective artist must be living. It is important to note that The Blue Neon engages in a meticulous curation process to select and feature Artworks to be listed on the Marketplace. This curation process ensures the quality, integrity and diversity of the Artworks available for purchase through the Platform. The selection of Artworks is undertaken with careful consideration of artistic merit, originality, and adherence to our standards of excellence.

#### **Limitation of Artwork upload**

The Seller acknowledges and agrees that he is permitted to propose a maximum of 10 individual Artworks to the Platform. Artworks uploaded should be diverse and not be part of a series. This ensures a fair presence of Artworks among all Artists.

The Platform reserves the right to enforce this limitation and to verify compliance at its sole discretion.

## Non-exclusivity

You may market your Artworks through other channels simultaneously with marketing through us, provided:

- -this does not affect your ability to deliver the Artwork to the Buyer within the specified time.
- -you do not offer your Artwork at a price lower than the price which you are offering it through us.
- -if an Artwork is sold through another channel you will immediately inform us so we can remove it from sale on the Site.

#### **VAT** registration

Please note that The Blue Neon is not registered for Value Added Tax (VAT) and, therefore, cannot accept Sellers who are VAT registered.

#### **Financial conditions**

For each sale of an original Artwork, The Blue Neon will receive from the Seller a commission of 20% on the entire order: price of the item + packaging costs + shipping costs.

For example, for a Product sold for £1,000 (all costs included), the rate of 20% will be applied to the order, i.e. 1,000£x20% = £200 sales commission.

The Blue Neon will pay the Seller the total amount of the order minus the commission after confirmation of receipt of the order by the Buyer and once the 14-day cancellation period has passed (the Seller may be requested payment at any time after this period). Payment is made by transfer to the Seller's bank account 48 working hours after the request.

When the Buyer has not confirmed receipt of the Product and if the Seller has not received a dispute within the time allowed for the Buyer to make the complaint, and no other information is available from the carrier, then the Product will be considered received 45 days from the actual shipment date.

When the Buyer has confirmed that he has not received the Product, and the Seller is unable to produce proof of delivery, or the tracking status provided by the carrier shows no progress for more than 28 days, the package will be considered lost, and the Buyer will be refunded.

The commission remains acquired by The Blue Neon in the event of cancellation of an order at the Seller's initiative when it is abusive or repeated. We reserve the right to suspend payment of sales to the Seller in the event that the Seller fails to fulfil its obligations.

We reserve the right at any time to charge fees for access to the Service, or any portion thereof. However, in no event will you be charged for access to the Service unless we obtain your prior agreement to pay such charge.

## Artworks displayed on the wheel of art

The selection of the 10 Artworks for display on the 'wheel of art' is, at any moment, based solely on predetermined criteria established by The Blue Neon, aimed at maintaining diversity, quality, and relevance within our curated collection, ensuring a balanced representation of different medium, as well as transparency and fairness in the presentation of artistic content.

It is hereby acknowledged that, within each artistic medium represented on the 'wheel of art', the Artworks are randomly selected from our collection and are presented without prejudice or bias towards any specific Seller or Artwork. The selection process within each medium category is conducted in an arbitrary manner, without any influence or manipulation to promote particular Artworks over others.

The Blue Neon does not engage in the promotion of specific Artworks or Sellers, nor does it provide preferential treatment to any individual or entity.

The content of the 'wheel of art' changes at each connection to the Site.

We cannot guarantee, for any Artworks available in our collection, a display frequency on the 'wheel of art' and cannot be liable as such.

#### Obligations related to transactions carried out through the Platform

The Seller shall commit to selling Products through the Site and shall explicitly identify himself as a professional Seller during such transactions. Furthermore, the Seller agrees to adhere to the prevailing legislation within their jurisdiction concerning commercial activities, including but not limited to registration, taxation, social obligations, and accounting responsibilities. It is imperative for the Seller to strive towards the utmost satisfaction of the Buyer by employing all available means to provide a high-quality service.

The Seller shall promptly respond to our inquiries and messages from us within a maximum of 2 working days following the receipt of such communications. Discussions are strictly confidential, and the Seller pledges not to disclose exchanges with us to third parties.

The content of the Site may be protected by copyright and database laws. Unauthorised representation, reproduction, translation, adaptation, or transformation, whether in whole or in

part, without the express consent of The Blue Neon constitutes a violation and may result in legal proceedings for infringement. The Seller agrees, as a contractual obligation to The Blue Neon, not to use, reproduce, or depict the content of the Site.

## Obligations concerning the Product presented by the Seller

The Seller affirms that they have received all necessary explanations and details from The Blue Neon pertaining to the Service outlined in the Terms and the Seller Terms. By acknowledging that his needs align with the Service provided by us, the Seller asserts that he has entered into this contract knowingly, possessing all requisite information enabling him to provide free and informed consent. In the event that the Seller must furnish elements for the performance of the Service, he undertakes to promptly provide us with such elements. Additionally, the Seller pledges to promptly notify us of any circumstances that may affect the performance of this contract as soon as he becomes aware of them.

The Seller agrees to accurately provide us with essential data pertaining to the Product, including but not limited to its price, author, characteristics, description and representative photos. We do not guarantee the accuracy of the data and it is the responsibility of any interested Buyer to verify the accuracy of this data prior to any transaction.

The Seller declares that he will exclusively sell a Product of his own creation or for which he possesses the necessary rights and authorisations. In cases where the Seller is not the original holder of the intellectual property rights to the Product, he affirms that he has lawfully acquired them. The Seller agrees not to sell any Product that are not original work of art. The Seller agrees not to sell any Product that constitute counterfeit items. The Seller assumes full responsibility for the sale of the Product he offers on the Site and agrees to use the Site solely for his own needs and for the purposes delineated on the Terms and the Seller Terms.

Any unauthorised or illegal use of the Service will result in the immediate termination of the Seller's account and removal of his Products from the Platform, without prejudice to any legal actions that The Blue Neon may pursue, including claims for damages. The Seller further undertakes not to exhibit or publish any offer that may violate public order, morality, or offend the sensibilities of minors. The Seller agrees to comply with the legal provisions in force and to refrain from presenting discriminatory criteria in their offers.

## **Obligations concerning the price of the Product**

The Seller has the autonomy to establish the selling price of the Product he lists for sale on the Site, ensuring compliance with prevailing laws and regulations. This price, inclusive of all taxes and expenses such as packaging and delivery costs, must be clearly indicated on the Site.

If the Seller markets his Products outside the Site, he undertakes not to offer them at a price lower than the prices he has defined on here.

## Obligations concerning the sale of the Product

The Seller commits to listing only the Products on the Platform that are genuinely available for sale. Should a Product become unavailable, the Seller agrees to promptly inform us so we can remove the advertisement or update the status of the Product to reflect its unavailability.

Upon receiving an order, the Seller is promptly notified via email, with comprehensive order details. The Seller is allotted 5 days from receipt of this information to confirm the order. The Seller pledges to monitor his emails regularly, checking at least once daily, using the email address provided to us.

Confirmation of an order by the Seller obligates him to despatch the Product within 5 working days. Failure to respond within the specified timeframe will result in automatic cancellation of the order.

The Seller is obligated to fulfil all orders received for the Products he offers for sale. Failure to comply may lead to The Blue Neon temporarily or permanently remove the Seller from the collection.

Moreover, the Seller assumes full responsibility for their capacity to process orders, any shipping failures, delays, non-deliveries, partial deliveries, incorrect deliveries, thefts, errors, or actions related to product management and delivery.

## **Obligations concerning the delivery of the Product**

The Seller is responsible for calculating the costs necessary to pack his Product in complete safety, and for integrating the cost into the price of his Product.

The Seller sends the parcels himself and must choose a premium carrier, with tracking, insurance, delivery with signature, and who delivers as quickly as possible, the total duration of the transport can in no case exceed 28 days. The Product travels at the expense and risk of the Seller.

Deliveries must be insured for the value of the corresponding transaction. Delivery insurance covers lost, completely destroyed or badly damaged packages (gutted box, crushed tube, etc.). The Seller declares to have read, understood and fully accepted the terms of the transport insurance cover.

When validating a sale, the Seller commits to the shipping date. We ask the Seller to take all possible measures to be able to ship the package within 5 working days, or to communicate a later shipment date, which cannot go beyond 2 months after the validation of the order. Otherwise, the order may be canceled by us or the Buyer.

The Seller must attach to the package the following documents: the sales invoice (provided by us), the certificate of authenticity of the Product.

In case of a refund request, the Seller is obligated to provide a proof a delivery costs, as these will be excluded from the refund to the Buyer.

#### Intellectual property

You warrant that all Products sold through us are free of any copyright restrictions or intellectual property disputes. You warrant the Product is yours to sell.

The copyright in the Product will remain with you even after ownership of the Product is transferred to the Buyer.

You grant us a perpetual and irrevocable licence to use photographs of your Product on the Site and in any marketing materials, including on any websites, social media, in any advertising campaigns, online or offline, at any time.

### Applicable law

The Seller Terms are entered into in England and shall be governed by, and shall be construed in accordance with, English law. The courts of England shall have jurisdiction to hear and determine any cost, action or proceedings, and to settle any disputes which may arise out of or in connection with these rules and you irrevocably submit to the jurisdiction of such courts.

# **Return Policy**

The Blue Neon is 100% committed to your satisfaction: you have 14 days to return an original artwork. The artwork must be returned to the artist in perfect condition, in its original packaging. All eligible items are returnable (unless otherwise specified).

## Please note the following is required for a return request to be accepted

- -you have 14 days from receipt of the artwork to request a return and a further 14 days to fulfil it -return sent without a prior request will not be accepted.
- -the artwork must be in the same condition as it arrived and in appropriate packaging to qualify for a refund, ideally in its original packaging\*.
- -it is important therefore that you take care when unpacking received artwork.
- \*If the packaging was insufficient, please package to the best of your ability and be sure to take pictures for insurance purposes.

For artworks that arrived damaged we ask for a photo of the damage to be provided so that the artist can learn more about what went wrong with their particular shipment. Claims for damage must be made within 2 days of receipt of the artwork.

## Returns policy: how it works

- -contact us with your order number and the reason for your return.
- -as soon as we receive your request, we'll send step-by-step instructions on how to return your order.
- -repack the item in the original packaging it came in.
- -you bear the costs for shipping back the item.
- -once the seller receives your returned artwork, he will inform us.
- -we then refund you the price of the item excluding the initial delivery costs (that were included in the price).
- -we recommend you keep proof of postage for any returned item as we cannot consider a claim for a returned good lost in transit without one.

## When will I receive a refund?

You will receive your refund on the same payment method you used, as soon as the artwork has been delivered back to the artist in perfect condition, in its original packaging. We process all refunds within 28 days.

### The return policy does not apply to the items below

- -personalised orders, or commission works made specifically for you
- -special orders when a specific return policy is mentioned
- -prints on demand
- -items damaged, unless report was made within 48h after delivery
- -virtual goods

#### Comments, complaints and feedback

We really value your feedback. If for any reason you are unhappy with your order, please get in touch with us by email at contact@theblueneon.com

We respond to all complaints within 5 working days.