

TERMS & CONDITIONS

Last updated: July 20, 2026

Welcome to **NOTEBOREN ART**. These Terms & Conditions govern your use of this website and the purchase of artworks and products offered through it. By accessing this website or placing an order, you agree to these Terms & Conditions.

1. About NOTEBOREN ART

This website is owned and operated by **V. NOTEBOREN (Véronique Schulpen-Noteboren)**, trading as **NOTEBOREN ART**.

NOTEBOREN ART creates and sells original contemporary artworks, limited editions, and selected art-related products.

These Terms & Conditions apply to every visitor, customer and purchaser using this website.

2. Acceptance of these Terms

By visiting this website, browsing its content or purchasing any artwork or product, you confirm that you have read, understood and accepted these Terms & Conditions.

If you do not agree with these Terms, please refrain from using this website.

3. Products and Services

Products offered may include:

- Original artworks
- Limited edition artworks
- Art prints
- Commissioned artworks
- Decorative art objects
- Other creative products

Availability may change without prior notice.

4. Original Artwork

Each original artwork is unique.

Unless explicitly stated otherwise:

- every artwork is an original work created by the artist;
- dimensions are approximate;
- handmade artworks naturally contain individual characteristics;
- slight variations are part of the artistic process and are not considered defects.

Photographs are intended to represent the artwork as accurately as possible. Colours may vary due to monitor settings, lighting conditions and device displays.

5. Limited Editions

Limited edition works are produced only in the quantity specified.

Once an edition is sold out, no additional editions will be produced unless explicitly stated.

6. Certificate of Authenticity

Where applicable, original artworks and selected limited editions are supplied with a signed Certificate of Authenticity.

Loss of the certificate does not invalidate the authenticity of the artwork but replacement certificates may not always be available.

7. Availability

All artworks are subject to prior sale.

Although every effort is made to maintain accurate inventory, an artwork may occasionally become unavailable due to exhibition sales, gallery representation or simultaneous purchases.

If this occurs, the customer will receive a full refund.

NOTEBOREN ART reserves the right to withdraw any artwork from sale without prior notice.

8. Pricing

All prices are displayed in Euros (€).

Prices may change without notice.

The applicable purchase price is the price displayed at the time the order is confirmed.

Shipping costs, insurance, customs duties and taxes (where applicable) are calculated separately.

9. Payment

Payments are processed through secure third-party payment providers.

Ownership of any artwork remains with NOTEBOREN ART until full payment has been received.

Orders are only processed after successful payment.

10. Shipping

Artworks are professionally packed using appropriate protective materials.

Whenever possible:

- insured shipping is used;
- tracking information is provided;
- artworks are dispatched within the indicated processing period.

Delivery estimates are indicative only.

NOTEBOREN ART is not responsible for delays caused by postal services, customs authorities, strikes, weather conditions or other circumstances beyond reasonable control.

11. International Orders

International buyers are responsible for:

- customs duties;
- import taxes;
- VAT charged by their country;
- local administrative fees.

These costs are not included unless explicitly stated.

12. Risk During Transport

Risk transfers to the customer upon confirmed delivery.

If visible transport damage occurs, customers should notify both the carrier and NOTEBOREN ART immediately.

Damage claims should be submitted within **48 hours** and include clear photographs of:

- the packaging;
- shipping labels;
- damaged areas of the artwork.

The original packaging should be retained until the claim has been resolved.

13. Returns

Original artworks are unique and therefore returns are generally not accepted except where required under applicable consumer legislation.

Returns may be accepted when:

- an incorrect artwork was delivered;
- the artwork was significantly damaged during transport;
- mandatory consumer rights require acceptance.

Approved returns must be shipped in the original packaging.

Refunds are processed after inspection of the returned artwork.

14. Commissioned Artwork

Commissioned artworks are created specifically for the client.

Unless otherwise agreed in writing:

- deposits are non-refundable;
- design revisions may be limited;
- commissioned artworks cannot be returned.

Delivery schedules remain estimates.

15. Framing

Unless explicitly stated, frames shown in photographs are for presentation purposes only.

If framing is included, this will be clearly described in the artwork listing.

16. Copyright

All intellectual property rights remain exclusively with the artist.

Purchasing an artwork does **not** transfer copyright.

Without prior written permission, customers may not:

- reproduce artworks;
- scan artworks;
- create prints;
- produce merchandise;
- license images;
- use artworks commercially.

Collectors may display purchased artworks privately.

17. Website Images

Images displayed on this website remain copyrighted.

Downloading images for personal viewing is permitted.

Copying, editing, publishing or commercial use is prohibited without written permission.

18. Artist's Rights

The artist reserves the right to reproduce photographs of sold artworks for:

- portfolios;
 - publications;
 - exhibitions;
 - social media;
 - catalogues;
 - educational purposes.
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19. Care Instructions

Collectors are advised to:

- avoid prolonged direct sunlight;
- avoid excessive humidity;
- avoid extreme temperatures;
- avoid abrasive cleaning products.

Improper care may affect the condition of the artwork.

20. Exhibitions

Artworks may be temporarily unavailable due to exhibitions or loans.

Prices and availability may change following exhibitions.

21. Limitation of Liability

NOTEBOREN ART shall not be liable for indirect, incidental or consequential damages arising from the use of this website or purchased artworks, except where liability cannot legally be excluded.

22. Website Accuracy

Every effort is made to provide accurate information.

However, NOTEBOREN ART does not guarantee that descriptions, prices, dimensions or photographs are free from errors.

Typographical mistakes may be corrected without notice.

23. Force Majeure

NOTEBOREN ART shall not be liable for delays or failure to perform obligations caused by events beyond reasonable control, including but not limited to:

- natural disasters;
 - war;
 - pandemics;
 - governmental restrictions;
 - transport disruptions;
 - cyber incidents;
 - supplier failures.
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24. Privacy

Personal information is processed in accordance with the Privacy Policy published on this website.

By using this website, you consent to such processing.

25. Changes to these Terms

NOTEBOREN ART reserves the right to amend these Terms & Conditions at any time.

The most recent version will always be published on this website.

26. Governing Law

These Terms & Conditions are governed by the laws of the Netherlands.

Any disputes shall be submitted to the competent Dutch courts unless mandatory consumer legislation provides otherwise.

27. Contact

NOTEBOREN ART

Artist: Véronique Schulpen-Noteboren

Website: <https://www.noteborenart.com>

Email: noteboren@outlook.com

Business registration (KvK): 42051148

VAT number: NL005457831B06