**TERMS AND CONDITIONS**

By purchasing products from “fifthdimensionart.com.au” (website), the purchaser (customer) agrees to the following terms and conditions of sale.

**1. Warranty: “**The Artist” Gabrielle Conescu hereby warrants that she created the Artworks and that the descriptions are true and accurate.
**2. Copyright:**All artwork is the exclusive property of Gabrielle Conescu and is protected by Australian (the Australian Copyright Act 1968) and international copyright and trademark laws.
**3. Pricing:** (1) Prices shown are in Australian dollars and include GST where applicable. Prices may not include delivery and handling charges. Prices are subject to change.(2) Images of products shown without any advertised price beside that image are not offered for sale.(3) Unless otherwise stated, any accessories shown in any image of products are not included in the price. (4.) Except where noted otherwise, the list price displayed for products on our website represents the full retail price listed on the product itself. Despite our best efforts, a small number of the items in our catalogue may be incorrectly priced. In the event of a discrepancy in the stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. We cannot confirm the price of an item until you order.(5) We reserve the right to correct any errors published on the website.
**4. Ordering**On the Customer confirming their order, the Customer agrees to purchase the products in their ‘shopping cart’ for the price and any postage and handling charges, as applicable. Orbit Trust ABN 64 428 628 007 T/A Fifth Dimension Art will send the products to the Customer within 7-10 business days for stocked items after it receives payment for the products and 2-4 weeks for items that are custom made.
**5. Custom commission works** require a 20% deposit on booking & Balance due on completion (prior to shipping).
**6. Shipping:** The Artist will package & ship artwork (at buyer’s expense) once full payment has been received.
**7. Stock availability**The Customer shall not be entitled to object if information about products on the Site is not correct or if advertised products are not available or if images of products differ from the actual products. If the Customer pays for a product that Fifth Dimension Art cannot supply, Fifth Dimension Art will refund the price of that product to the Customer. Please note that although we do our best to provide high quality images sometimes the colours may vary depending on your computer screen. If you have any questions about any of the artwork, please email us at info@fifthdimensionart.com.au
**8. Products sent to incorrect address**If the Customer does not receive products it has purchased within 30 days of the date of purchase Fifth Dimension Art shall not be liable to the Customer for those products unless the Customer notifies Fifth Dimension Art within 30 days of the date of purchase.  If a product is not received by a Customer because it was sent by Fifth Dimension Art to an incorrect address due to an error by Fifth Dimension Art then Fifth Dimension Art shall be responsible for the resending or replacement of the product or refunding of the price of the product.  If a product is not received by the Customer because the Customer provided an incorrect or insufficient address, then  (i) subject to clause 8, if the product is returned to Fifth Dimension Art, Fifth Dimension Art will resend the product to the Customer provided that the Customer first pays the cost of postage and handling for resending; or  (ii) if the product is not returned to Fifth Dimension Art, then Fifth Dimension Art shall have no further responsibility.
**9. Non-claimed products**If products that a Customer has purchased are returned to Fifth Dimension Art by a person other than the Customer and Fifth Dimension Art cannot, despite reasonable efforts, contact the Customer or the Customer does not contact Fifth Dimension Art within 3 months of products being returned to Fifth Dimension Art, then ownership of the products will revert to Fifth Dimension Art.
**10. Delays**The Customer agrees not to hold Fifth Dimension Art liable for any loss or damage directly or indirectly arising out of or in connection with any delay or failure to deliver within the estimated time frame.
**11. Passing of risk and ownership**Subject to Clause 8, ownership of products purchased by the Customer shall pass to the Customer on Fifth Dimension Art sending the products to the Customer.
**12. Returns and Refunds.**The Artist will only provide refunds where the artwork received is not as described on The Artist’s website (details as provided to The Store). Refunds or returns will not be accepted if the customer decides they do not like the artwork after it has been delivered
**13. Limitation of liability** Fifth Dimension Art shall not be liable to the Customer for refunding the price of products or replacing or exchanging products that the Customer purchases through the Fifth Dimension Art, other than as set out in these Terms & Conditions of Sale. Fifth Dimension Art shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use, or performance of products or services that the Customer purchases through Fifth Dimension Art, even if Fifth Dimension Art has been advised of the possibility of such damagesbut was accurately described and presented on your website. All returns must be received in original condition and shipping and insurance is at the expense of the purchaser.
**14. Disclaimer and Indemnity:**To the extent permitted by law Fifth Dimension Art excludes all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:
a)     errors, mistakes or inaccuracies on the website;
b)     you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website;
c)     personal injury or property damage of any kind resulting from your access or use of the website;
d)     any unauthorised access to or use of the websites secure servers;
e)     any interruption or cessation of transmission to or from the website;
f)      any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party; and/or
g)     the quality or fitness for any purpose of any linked sites.