Terms & Conditions

These Terms & Conditions apply to the use of the Berny Bacic website and to purchases made directly from Berny Bacic Studio. By using this website, placing an order or purchasing a product directly from Berny Bacic Studio, you agree to the terms outlined below.

1. Original Artworks & Prints

Original artworks are created by Berny Bacic and are sold as individual, original works unless otherwise stated.

Prints may be offered as limited editions, open editions or other specified formats. Where applicable, edition numbers, print method, paper or substrate, dimensions and other relevant details will be included in the product description.

Every effort is made to represent original artworks and prints accurately through photography and digital imagery. Colours may vary from what appears on screen due to monitor settings, lighting, photography, image processing and the characteristics of the materials used.

Due to the handmade nature of original artworks, variations, visible brushwork, texture, raw edges, surface irregularities and other characteristics may form part of the work and are not considered faults.

Printed works may also contain minor variations resulting from the printing process, paper or substrate, finishing and production methods.

Dimensions are provided as accurately as possible. Small variations may occur where works are handmade, individually produced or framed.

Original artworks may subsequently be reproduced or adapted as prints or other products. Purchase of an original artwork does not guarantee that the image or design will remain exclusive or unreproduced.

2. Pricing

All prices are listed in Australian Dollars (AUD) unless otherwise stated.

Prices may be changed at any time without notice. Any price change will not affect an order that has already been confirmed and paid for.

Where applicable, GST will be included in the displayed price or identified at checkout.

Shipping, delivery, insurance, duties and other charges may be additional unless specifically stated otherwise.

3. Orders & Payment

Full payment is required before an artwork, print or other product is released, shipped or delivered unless an alternative arrangement has been agreed to in writing.

An order is considered confirmed once payment has been received and an order confirmation has been issued.

Berny Bacic Studio reserves the right to cancel or decline an order where a product has become unavailable, has been incorrectly priced or listed, or where an error has occurred on the website.

If payment has already been received for an order that cannot be fulfilled, the amount paid will be refunded.

4. Authenticity & Editions

Where applicable, original artworks will be supplied with a Certificate of Authenticity confirming details such as the title, dimensions, medium and date of the work.

Where a print is sold as a limited edition, the edition size will be stated in the product description. Limited-edition prints may be individually numbered and, where specified, signed by the artist.

Purchase of an original artwork or print transfers ownership of the physical item to the purchaser once full payment has been received.

Copyright and other intellectual property rights in the artwork or printed image remain with Berny Bacic unless expressly transferred in writing.

5. Reproduction of Original Artworks

The purchase of an original artwork relates to ownership of the physical artwork only and does not grant the purchaser exclusivity over the image, design, pattern, composition or other creative elements contained within the artwork.

Berny Bacic Studio retains all copyright and reproduction rights in original artworks, including after the original artwork has been sold.

Berny Bacic Studio reserves the right to reproduce, adapt or use any original artwork, in whole or in part, at any time and without prior notice to, consultation with, or approval from the original purchaser or any subsequent owner.

Reproductions and adaptations may include, but are not limited to, fine art prints, limited or open edition prints, publications, textiles, wallpapers, homewares, stationery, licensed products, promotional material, digital media and other commercial or creative applications.

An original artwork may therefore subsequently become available as a print or be incorporated into another product or collection without notice to the purchaser of the original artwork.

The creation or sale of reproductions does not alter the status or authenticity of the original physical artwork as the original work.

6. Fabrics & Wallpapers

The fabrics and wallpapers displayed on this website form a gallery and representation of the Berny Bacic textile and wallpaper collections.

Fabrics and wallpapers cannot be purchased directly through this website unless expressly stated otherwise.

Sales, sampling, pricing, stock availability, minimum order quantities, lead times, freight and other purchasing

arrangements are managed through Berny Bacic's appointed representatives and showrooms.

Current representative details can be found on the Showrooms page of this website.

Any purchase of fabric or wallpaper is subject to the terms, conditions and sales policies of the relevant representative, showroom, distributor or supplier through which the order is placed.

Colour & Digital Representation

Every effort is made to represent fabric and wallpaper colours, scale and texture accurately on this website.

However, colours displayed on a screen may vary from the final printed product due to screen calibration, photography, lighting, digital image reproduction, print processes, substrate, fabric base colour and normal production variation.

Images should therefore be considered a guide only and not an exact representation of final colour.

Where colour accuracy is important, customers are encouraged to view or request a physical sample through the relevant representative before placing an order.

Samples

Physical samples provide a more accurate indication of colour, texture, substrate and scale than digital imagery.

However, variations may occur between samples and final production due to normal variations between print runs, dye lots, batches, fibres, substrates and manufacturing processes.

Pattern Scale & Repeat

Images shown online may be cropped, enlarged, reduced or styled for presentation purposes and may not always represent the exact physical scale of a pattern.

Customers should refer to the relevant product specifications or contact the appropriate representative for information regarding pattern repeat, width, scale, composition and technical specifications.

Fabric & Wallpaper Installation

Fabric and wallpaper should be installed, upholstered or applied by suitably experienced professionals.

Berny Bacic Studio is not responsible for installation, hanging, upholstery, fabrication or application undertaken by third parties.

Customers should follow any care, installation and technical instructions supplied by the relevant manufacturer, distributor or representative.

7. Copyright & Intellectual Property

All original artworks, prints, textile designs, wallpaper designs, patterns, imagery, photographs, text and other creative material displayed on this website are protected by copyright and other applicable intellectual property rights.

Unless expressly agreed otherwise in writing, all copyright and intellectual property rights remain the property of Berny Bacic.

Purchasing an original artwork, print, fabric, wallpaper or other product does not transfer copyright or reproduction rights to the purchaser.

Artwork and designs may not be reproduced, copied, modified, adapted, manufactured, digitally reproduced, licensed, commercially exploited or used to create derivative products without prior written permission from Berny Bacic Studio.

The purchaser of an original artwork does not acquire the right to prevent Berny Bacic Studio from subsequently reproducing, adapting, licensing or otherwise commercially using the artwork or its underlying design.

Images of purchased artworks or products may not be used for commercial purposes without prior written permission.

8. Photography & Promotion

Berny Bacic Studio retains the right to photograph and reproduce images of artworks, prints, designs, fabrics and wallpapers for archival, portfolio, editorial, exhibition, social media, promotional, licensing and other business purposes.

This right continues after an original artwork or other physical product has been sold.

Ownership of a physical artwork or product does not transfer ownership of the underlying image, artwork, pattern or design.

9. Shipping & Delivery

Shipping and delivery costs for products purchased directly from Berny Bacic Studio are calculated according to the item's size, weight, destination and packaging requirements.

Larger or particularly fragile artworks may require specialist art transport or a custom delivery quotation.

Estimated delivery times are provided as a guide only. Delays caused by freight providers, customs, weather or circumstances outside our reasonable control may occur.

The purchaser is responsible for providing accurate delivery information and ensuring someone is available to receive the item where a signature or attended delivery is required.

Shipping and delivery of fabrics and wallpapers purchased through representatives or showrooms are subject to the policies and arrangements of the relevant supplier.

10. International Orders

International shipping may be available for selected artworks and prints.

International customers are responsible for any customs duties, import taxes, tariffs or other charges imposed by the destination country unless otherwise agreed in writing.

These charges are not included in the product or shipping price unless specifically stated.

For international fabric and wallpaper orders, customers should contact the relevant representative listed on the Showrooms page.

11. Damage During Delivery

Every artwork or product shipped directly by Berny Bacic Studio is carefully inspected and packaged prior to dispatch.

If an item arrives damaged, please contact Berny Bacic Studio as soon as reasonably possible after delivery and provide photographs of:

- the artwork or product and the damage
- the external packaging
- the internal packaging
- the shipping label or consignment details

Please retain all original packaging while the issue is being assessed.

Where applicable, Berny Bacic Studio will work with the purchaser and freight provider to resolve damage occurring during transit.

For fabrics and wallpapers purchased through a representative, showroom or distributor, delivery damage should be reported directly to the business through which the order was placed.

Nothing in these Terms & Conditions limits any rights or remedies available under the Australian Consumer Law.

12. Returns & Change of Mind

Please choose original artworks and prints carefully.

Because original artworks are unique, Berny Bacic Studio does not generally accept returns or exchanges for change of mind unless otherwise agreed in writing.

Returns or exchanges for prints and other products purchased directly from Berny Bacic Studio will be considered in accordance with the specific product information provided at the time of purchase and applicable Australian Consumer Law.

This does not exclude or limit any rights you may have under the Australian Consumer Law.

If an item is faulty, damaged, materially different from its description or otherwise fails to meet a consumer guarantee, please contact Berny Bacic Studio so the matter can be assessed and an appropriate remedy provided.

Returns, exchanges and cancellations relating to fabrics and wallpapers are governed by the policies of the representative, showroom or distributor through which the purchase was made.

13. Framing

Where an artwork or print is sold framed, framing details will be included in the product description where possible.

Timber and other natural framing materials may contain variations in grain, tone and texture. These natural variations are not considered defects.

Frames should be handled carefully and artworks should be displayed in conditions appropriate to the materials used.

14. Artwork & Print Care

Purchasers are responsible for the appropriate care, handling, installation and display of artworks and prints after delivery.

Unless specifically designed for such conditions, artworks and prints should not be displayed in direct sunlight, areas of excessive moisture, extreme temperatures or other environments that may damage the materials.

Berny Bacic Studio is not responsible for damage resulting from improper handling, installation, storage or display after the item has been delivered.

15. Commissions & Custom Work

Commissioned or custom artworks are subject to separate terms agreed between Berny Bacic Studio and the purchaser.

These may include deposits, payment stages, dimensions, colour direction, timing, revisions, delivery and cancellation conditions.

Unless otherwise agreed in writing, deposits paid for commissioned or custom work are non-refundable once work has commenced, subject to any rights that cannot be excluded under Australian Consumer Law.

Copyright and reproduction rights in commissioned artwork remain with Berny Bacic unless otherwise expressly agreed in writing.

Berny Bacic Studio may photograph, reproduce, publish or otherwise use commissioned artwork for portfolio, promotional, editorial and other business purposes unless otherwise agreed in writing.

16. Resale

The purchaser is free to resell an original artwork subject to applicable law.

Copyright and reproduction rights in the artwork do not transfer with the resale of the physical artwork.

A subsequent purchaser acquires ownership of the physical artwork only and does not acquire copyright, reproduction rights or exclusivity over the artwork or image.

Where applicable, resale of an artwork may also be subject to Australia's Resale Royalty Right for Visual Artists.

17. Website Content

Every effort is made to ensure information on this website is accurate and current.

Berny Bacic Studio may update artwork availability, descriptions, pricing, imagery, product specifications and other website content at any time.

Artwork shown on the website may also be exhibited or offered through galleries, showrooms or other sales channels. On rare occasions an artwork may sell through another channel before website availability has been updated.

Fabric and wallpaper products displayed on this website may also be updated, discontinued, recoloured or changed over time. Current availability and specifications should be confirmed with the relevant representative before ordering.

Terms & Conditions cont.

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18. Limitation of Liability

To the extent permitted by law, Berny Bacic Studio is not responsible for indirect or consequential loss arising from the purchase, delivery, installation, use or display of an artwork, print or other product.

Berny Bacic Studio is also not responsible for services, advice, installation, ordering or fulfilment provided independently by third-party representatives, showrooms, distributors, installers, upholsterers or other suppliers.

Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

19. Privacy

Personal information provided when making an enquiry or purchase will be handled in accordance with applicable privacy laws and the Berny Bacic Studio Privacy Policy.

Payment information may be processed by third-party payment providers and is subject to their respective terms and privacy policies.

20. Governing Law

These Terms & Conditions are governed by the laws of New South Wales, Australia.

Any dispute arising in connection with these Terms & Conditions will be subject to the jurisdiction of the courts and tribunals of New South Wales, subject to any rights or jurisdiction that cannot legally be excluded.

21. Contact

Questions regarding an artwork, print, order or these Terms & Conditions can be directed to:

Berny Bacic Studio

berny@bernybacic.com

The Burrow Group Pty Limited t/as Berny Bacic
ABN: 88 119 312 766
Flourmill Studios
Studio 208
3 Gladstone Street
Newtown NSW 2042

For fabric and wallpaper sales, samples and product enquiries, please contact the relevant representative listed on the Showrooms page of this website.

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