

Terms & Conditions

The following General Terms and Conditions apply to the use of my online shop on [miki-art.com/ shop](http://miki-art.com/shop)

1 Contractor

You enter into a purchase agreement with the sole proprietor Miki Filipovic. More information about me can be found in the imprint.

2 Conclusion of the contract

The presentation of the products in the online shop does not constitute a legally binding offer. By clicking on the order button (Buy now) you place a binding order for the goods contained in the shopping cart. This is a binding offer to enter into a purchase agreement. The confirmation of receipt of the order is made by an automated e-mail and indicates that your binding order has arrived at me. With an order confirmation sent by e-mail and/or shipping announcement on my part, the purchase contract is concluded!

A binding contract can also be concluded beforehand as follows: If you have chosen to pay for credit cards, the contract will be concluded at the time of the credit card charge.

If you have chosen the payment method PayPal, the contract is concluded at the time of your confirmation of the payment order to PayPal. The condition for an effective conclusion of the contract is always that the order process is completed with the sending of the order.

3 Availability of goods

If the goods you have ordered are no longer available at the time of ordering, I will usually notify you within 24 hours. This situation can occur if several prospective buyers order the same product on different sales channels. Each product is a unique piece. In this case, no contract is concluded. If you have already made a payment, you will receive a refund free of charge.

4 Delivery and shipping

Your order will be ready for dispatch within 1-2 working days. You will receive an automated shipping confirmation as well as a tracking number after the goods have been shipped immediately. The delivery of goods takes place by shipping to the delivery address specified by the customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the seller's order processing shall prevail. If the transport company sends the shipped goods back to the seller, as delivery to the customer was not possible (delay in acceptance), the customer bears the costs for the unsuccessful shipment. The products offered in the webshop are shipped worldwide.

In general, your order will be shipped the following working day after receiving the full payment. To international customers outside of the EU I will send via a **DHL-Express** service with tracking.

5 Shipping costs & delivery Time; Packaging

DHL-Express – Flatrate: Safe & fast shipping

EU: € 55,00 (estimated delivery time: 1-2 business days);
EUROPE: 58,00 € (estimated delivery time: 2-4 business days);
Great Britain: € 75,00 (estimated delivery time: 2-5 business days);
USA: 65,00 € (estimated delivery time: 2-4 business days); Other Countries: 65,00 – 75,00 € (estimated delivery time: 2-5 business days)

Standard Shipment Austrian Post

Germany and other States EU: € 28,00 (estimated delivery time: 2-4 business days; Austria: 12,00 € (estimated delivery time: 1-3 business days)

6 Delivery to third countries deliveries outside the European Union (EU)

For deliveries to countries outside the European Union (EU) (e.g. Switzerland, Norway, USA, China, Japan, Saudi Arabia, etc.) you may incur additional duties, taxes and fees. You will have to pay these additional costs on site in your home country. Find out in advance about the amount of customs, taxes and fees to be paid!

7 Prices

All prices on this website are quoted in [EUR] Euros. The prices are total prices. All prices include according to Section 6 para. 1 Z 27 UStG 1994 (small business) NO VAT. Deliveries to countries outside the EU (e.g. USA, China, Japan, Saudi Arabia, etc.) may incur additional duties, taxes and fees for you. You will have to pay these additional costs on site in your home country. Find out in advance about the amount of customs, taxes and fees to be paid!

8 Payment

You can use the payment methods displayed at the end of the ordering process, e.g. bank transfer, payment by card via Stripe or Paypal. I reserve the right to restrict the choice of payment methods on a case-by-case basis. The data entered will not be stored by me, but if necessary by the respective payment provider.

Paypal

You pay the invoice amount via the online provider Paypal. In principle, you must be registered there or register first, legitimize with your access data and confirm the payment order to us (except, if applicable, guest access). Further information can be obtained during the ordering process.

Payment by (online) bank transfer

In principle, any Internet user can use the online bank transfer as a payment method if he has an activated online banking account with PIN/TAN procedure. My IBAN and SWIFT/BIC will be sent to you by e-mail.

9 Warranty

Unless expressly agreed otherwise below, the statutory warranty periods shall apply. The customer is requested to complain to the delivery company about delivered goods with obvious transport damage and to inform the seller of this. If the delivered items have obvious transport damage, please complain to me immediately about such errors.

10 products

Color variations between the colors displayed on the Web page and the actual colors of the dolls may occur depending on the color of your computer. I therefore make no guarantee that the colours displayed on the website correspond to the actual colours (hair, make-up, clothing, etc.) of the dolls. The dolls are individually customized in several hours of manual work (e.g. polished, carved, made-up, sealed) and then digitally photographed. These are individual items and there may be slight discrepancies between the presentation of the goods and reality; such deviations do not constitute a defect in the ordered goods. I cannot therefore accept any liability for the fact that the products displayed on the website are identical to the appearance in reality. The dolls are decorative objects and are not suitable as toys and are intended exclusively for adults and not for children.

11 Ownership foreclosure

The goods remain my property until full payment has been made. In the event of a delay in payment, I am entitled to assert my rights under the retention of title.

12 Place of jurisdiction

Unless the law provides otherwise, the place of jurisdiction of the online shop – i.e. Vienna, Austria – is the place of jurisdiction. Austrian law shall apply to all disputes that may arise as a result of this legal relationship, excluding the conflict-of-law rules. The application of unrelated sales law is excluded. Contract language is german.

13 Severability clause

If one or more provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining General Terms and Conditions.

Bankdetails

Owner: Miki Mistura
IBAN: DE28 1001 1001 2622 6985 99
SWIFT/BIC: NTSBDEB1XXX

Contact

E-Mail hello@miki-art.com
Website: miki-art.com

Miki Mistura

VAT-NR. AT: 04084/3666
Zeuggasse 1
1050 Wien, Austria

14 Alternative Dispute Resolution in accordance with ART. 14 ABS. 1 ODR-VO and Section 36 VSBG

The European Commission provides an online dispute resolution (ODR) platform, which you can find under <https://ec.europa.eu/consumers/odr>. I am not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.

Right of withdrawal

You have the right to withdraw from this contract within **fourteen days** without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform me, Miki Filipovic, hello@miki-art.com of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, e-mail). You can use the attached model withdrawal form, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of revocation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including delivery costs (with the exception of the additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), without undisclosed and at the latest within fourteen days from the day on which we receive notification of your revocation of this contract.

For this refund, we will use the same means of payment that you used for the original transaction, unless you have expressly agreed otherwise; under no circumstances will you be charged any fees for this repayment. We may refuse the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

The return costs are borne by you as the buyer.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the nature, characteristics and functioning of the goods.

The right of withdrawal does not exist, among other things, in the case of the following contracts:

Contracts for the supply of sealed goods which, for reasons of health protection or hygiene, are not suitable for return if their seal has been removed after delivery.

Contracts for the supply of alcoholic beverages, the price of which was agreed at the time of conclusion of the contract, but which can be delivered no earlier than 30 days after the conclusion of the contract and whose current value depends on fluctuations in the market over which the trader has no influence.

Bankdetails

Owner: Miki Mistura
IBAN: DE28 1001 1001 2622 6985 99
SWIFT/BIC: NTSBDEB1XXX

Contact

E-Mail hello@miki-art.com
Website: miki-art.com

Miki Mistura

VAT-NR. AT: 04084/3666
Zeuggasse 1
1050 Wien, Austria