

## YEDIDYAFALKSON.COM — LEGAL POLICIES

**Legal Entity:** YEDIDYA FALKSON ART (Pty) Ltd

**Enterprise Number:** K2024758705

**VAT Status:** Not VAT registered

**Jurisdiction:** Republic of South Africa

---

### 1. SHIPPING POLICY

#### 1.1 Shipping Scope

We ship worldwide.

Shipping methods are selected at the sole discretion of YEDIDYA FALKSON ART (Pty) Ltd based on what is most appropriate for the order. This may include courier services, freight solutions, or direct/hand delivery where necessary.

---

#### 1.2 Processing & Dispatch

All items are made, prepared, or finalized before dispatch.

- Standard dispatch timeframe: **7–14 working days**
- Larger or high-value orders may require additional time

All timelines are estimates and not guarantees.

---

#### 1.3 Risk & Responsibility

**All risk transfers to the customer immediately upon dispatch.**

Once an order leaves our control:

- The courier assumes full responsibility
  - YEDIDYA FALKSON ART (Pty) Ltd is **not liable** for loss, theft, delay, or damage
- 

#### 1.4 Shipping Insurance

Customers are strongly advised to insure shipments according to the full value of the purchase.

- Insurance is the customer's responsibility unless explicitly agreed in writing
- Uninsured shipments are at the customer's own risk

---

## 1.5 Packaging

All items are packaged with care appropriate to their nature and value.

However:

- We do **not accept liability** for damage caused during transit

---

## 1.6 Delivery Delays

We are not responsible for delays caused by:

- Couriers
- Customs
- External logistics providers
- Events beyond our control

---

## 2. RETURNS & REFUNDS POLICY

### 2.1 Final Sale

**ALL SALES ARE FINAL.**

- No returns
- No refunds
- No exchanges

This applies to all products without exception.

---

### 2.2 Courier Damage

If an item is damaged during shipping:

- The customer must claim directly with the courier or insurer
- YEDIDYA FALKSON ART (Pty) Ltd accepts **no responsibility** for transit damage

---

### 2.3 Artistic Nature of Products

All works are original or handmade.

- Variations, textures, marks, or irregularities are part of the artistic process
  - These are **not defects**
- 

## 2.4 No Buyer's Remorse

We do not accept returns or refunds for:

- Change of mind
  - Personal preference
  - Subjective dissatisfaction
- 

## 2.5 High-Value Artwork

All high-value works are:

- **Final sale**
  - Non-returnable under any circumstances
- 

## 2.6 Custom & Commissioned Work

- All commissions are **strictly non-refundable**
- All time allocated (including consultations) is billable
- Any changes beyond the agreed scope will incur additional charges
- If a client withdraws after initiating a commission, time already allocated remains payable

Any exception must be **clearly agreed in writing in advance**

---

## 3. TERMS OF SERVICE

By accessing this website or making a purchase, you agree to the following:

---

### 3.1 Governing Law

All matters are governed by the laws of the Republic of South Africa.

All disputes will be handled exclusively within South African jurisdiction.

---

### 3.2 Payment & Ownership

- Ownership transfers only upon full payment
- All payments are **final and binding**

---

### 3.3 Chargebacks & Payment Reversals

Unauthorized chargebacks or reversals will result in:

- Immediate legal action to recover funds
- Liability for all legal and administrative costs
- Refusal of future service

---

### 3.4 Intellectual Property

All rights remain with YEDIDYA FALKSON ART (Pty) Ltd.

Purchase grants:

- Ownership of the physical object only

Purchase does **not** grant:

- Reproduction rights
- Commercial rights
- Licensing rights

---

### 3.5 Use of Artwork & Brand

Strictly prohibited without prior written consent:

- Reproduction of artwork
- Commercial use
- Redistribution
- Use of imagery for financial or promotional purposes

---

### 3.6 Non-Disclosure & Confidentiality

By engaging with this website or the company, you agree to confidentiality regarding:

- Business methods
- Product formulations
- Processes
- Communications
- Commission discussions

No information may be disclosed or shared without written consent.

---

### **3.7 Limitation of Liability**

YEDIDYA FALKSON ART (Pty) Ltd is not liable for:

- Courier-related issues
  - Delivery delays
  - Loss or damage after dispatch
  - Indirect or consequential damages
- 

### **3.8 Right to Refuse Service**

We reserve the right to refuse service, cancel orders, or deny access at our sole discretion.

---

### **3.9 Age Requirement**

Purchases are permitted only:

- By individuals 18 years or older
  - Or minors with parental/guardian supervision
- 

### **3.10 Pricing & Availability**

All prices are subject to change at any time without notice.

Pricing is determined at the sole discretion of YEDIDYA FALKSON ART (Pty) Ltd and may be adjusted based on market conditions, production factors, or artistic judgment.

The price paid at checkout is final.

No retrospective adjustments, refunds, or price matching will be made under any circumstances.

We reserve the right to correct errors, update pricing, or remove products from sale at any time.

---

## **4. PRIVACY POLICY**

### **4.1 Information Collected**

We may collect:

- Name
- Contact details
- Shipping address
- Order information

Payment details are processed securely via third-party providers and are not stored by us.

---

### **4.2 Use of Information**

Information is used solely for:

- Order processing
  - Communication
  - Delivery
- 

### **4.3 Data Protection**

We take reasonable steps to protect personal information.

---

### **4.4 No Sale of Data**

We do not sell, rent, or distribute personal data to third parties.

---

### **4.5 Communication**

By making a purchase, you consent to being contacted regarding:

- Orders
  - Delivery
  - Relevant updates
- 

## **FINAL AGREEMENT**

By using this website, you confirm that:

- You have read and understood all policies
- You agree to all terms in full
- You enter into a binding agreement with  
**YEDIDYA FALKSON ART (Pty) Ltd**