

# TERMS AND CONDITIONS

Purchase of photographs online to end customer for non-commercial use

These terms and conditions apply between 1x Innovations AB (hereinafter 1x) and you (the customer) where you purchase and 1x sells and distribute print copies of photographs online at 1x.com.

By checking the box besides the text "I have read and understood the terms and conditions" at the 1x.com website you represent that you have read and understood the terms and conditions below and that you agree to be bound by these terms and conditions.

## 1 Definitions

The following terms shall have the meanings assigned to them herein below.

- 1.1 "Agreement" means the terms and conditions below, to which you have agreed to be bound.
- 1.2 "Photographs" shall mean the photographs that have been made available on 1x's website 1x.com for purchase.
- 1.3 "Photographer" means the individual whom is the owner of the photographs.
- 1.4 "Customer" (or "you") shall mean any person that buys one or more printed copies of the Photograph via 1x's website 1x.com.

## 2 Scope

- 2.1 Subject to the provision under this terms and conditions 1x offers printed copies of the Photographs made available for purchase on 1x's website 1x.com.

## 3 1x's Warranties

- 3.1 1x warrants that it has sufficient license rights from the Photographers in and to the Photographs to sell print copies of the Photographs to Customers.

## 4 Restricted use of the Photographs

- 4.1 The Photographs may only be used for private purposes and may not be used in any kind of commercial activities, such as, but not limited to, advertising, integration in commercial products or resell of the Photographs.
- 4.2 You may not exhibit the Photographs in museums, fairs, exhibitions or other similar events, whether the exhibition is of a private or public, commercial or charity nature.
- 4.3 The Photographs may not be used or exposed in a way that may constitute a violation of the personal integrity and privacy of an individual

4.4 You may not edit or change the Photographs due to the artistic rights that vest in the Photographer.

4.5 You may not make copies of the Photographs.

## **5 The Photographs, size etc.**

5.1 1x offers you printed copies of the Photographs in the four sizes listed below (or equivalent with similar area size depending on the aspect ratio of the Photograph(s)).

### Sizes:

Small: 20 x 30 cm (7,9 x 11,8")

Medium: 30 x 45 cm (11,8 x 17,7")

Large: 50 x 75 cm (19,7 x 29,5")

Extra large: 70 x 100 cm (27,6 x 39,4")

Notwithstanding the foregoing, some of the Photograph(s) may not always be provided in all sizes.

5.1 The image(s) presented at 1x's website is normally an exact image(s) of the Photograph(s), however there may be minor differences between the visible image(s) on your computer screen and the printed Photograph(s) sent to You.

5.2 1x shall have the right to decide, in its sole discretion, which printers, colors, printing process and paper to use for the printed copy(ies) of the Photograph(s) that 1x makes or has made under this Agreement.

## **6 Prices, and payment**

6.1 Printed copies of the Photograph(s) are offered at the following prices:

Small: 49 EUR or 49 USD

Medium: 99 EUR or 99 USD

Large: 149 EUR or 149 USD

Extra large: 199 EUR or 199 USD

Orders shipping to the EU are paid in EUR and orders shipping to the USA are paid in USD. The prices above include printing, color proofing and credit card fees, but do not include shipping costs. In the EU the prices include sales tax. In the USA the prices do not include sales tax. California sales tax will be added to orders shipped to California.

6.2 Payment shall be made in accordance with the instructions on 1x's website.

## **7 Delivery, no return**

- 7.1 Delivery of the Photographs will normally be made within 1-3 weeks from order if you are residing within the EU or USA. The Photographs will be sent by ordinary mail. 1x will only ship to the EU and USA.
- 7.2 THE CUSTOMER AND 1X HEREBY AGREE THAT THE CUSTOMER SHALL HAVE NO RIGHT TO RESCIND THE PURCHASE AND/OR RETURN PURCHASED PHOTOGRAPHS DUE TO THE FACT THAT THE PHOTOGRAPHS ARE PRINTED ON DEMAND AND TO THAT EXTENT IS CUSTOMIZED TO ITEM AND SIZE AND 1X DOES NOT KEEP ANY PHOTOGRAPHS IN STOCK.

## **8 Return of defective Photographs**

- 8.1 You may freely return Photographs that are found to be defect and receive a full refund of your payment. Return shall be carried out as follows in 8.2.
- 8.2 Send an e-mail to [support@1x.com](mailto:support@1x.com) stating your name and address, the nature of the defect and if possible provide a photo of the defect. You will receive an address to the company printing and distributing the Photographs to which you send the Photograph along with a letter, again stating your name and address and the nature of the defect. If the Photograph is found to be defect in any way for which 1x is liable, 1x will send you a new photo free of charge or fully refund your payment if the defect for any reason cannot be cured. 1x is responsible for any additional shipping costs.

## **9 Liability and limitation thereof**

- 9.1 1x shall not be liable and may not be held responsible for color variations or other minor differences between printed copy(ies) of the Photograph(s) and the image(s) as it is presented on 1x's website. 1x undertakes, however, to respect and comply with mandatory law. All printed copy(ies) of the Photograph(s) are color proofed by 1x before printing to ensure the best quality. However, a printed copy(ies) of the Photograph(s) will not be considered defect because of color variations or other minor differences compared to the image(s) as it is presented on 1x's website.
- 9.2 1x shall not be liable and may not be held responsible for minor differences in size of the printed copy(ies) of the Photograph(s) and the size presented on 1x's website. Size variations of 1 inch, if the size is presented in inches, or 1 cm, if the size is presented in cm, of the width or the height of the printed copy(ies) of the Photograph(s) are considered minor. A printed copy(ies) of the Photograph(s) will not be considered defect because of minor size differences.
- 9.3 1x is relieved from liability for a failure to perform an obligation under this Agreement if such failure is due to a circumstance of the type stated below (Relieving circumstance) and the circumstance prevents or makes substantially more difficult the timely performance of such obligation.

A Relieving circumstance shall be deemed to include inter alia acts or omissions of authorities, new or amended legislation, leaving of personnel, illness or other reduction of work capacity, death, conflicts on the labour market, blockade, fire, flood, loss or destruction of property or data of major significance or a major accident.

9.4 1X SHALL IN NO EVENT BE LIABLE TOWARDS YOU FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF ANY DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

9.5 1X'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED SEK 1 000.

## **10 Changes**

10.1 1x may at any time change the provisions of this Terms and Conditions. Your purchase will be subject to the terms and conditions applicable at the time of Your purchase.