

# SHIPPING POLICY

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This Shipping Policy (hereinafter referred to as the "Policy") constitutes a comprehensive and legally binding document that governs the terms, conditions, operational procedures, and responsibilities associated with the shipment, handling, transportation, and delivery of artworks and related products purchased through this art marketplace platform ("Platform", "we", "our", or "us"). This Policy is intended to provide clarity, transparency, and a structured framework for logistics-related processes while safeguarding the interests of all stakeholders, including buyers, artists, and the Platform itself. By placing an order on the Platform, you expressly acknowledge that you have read, understood, and agreed to be bound by the provisions of this Policy in its entirety.

## 1. Order Processing and Fulfillment

All orders placed on the Platform shall be subject to confirmation of successful payment through the designated payment gateways integrated within the Platform infrastructure. Only upon such confirmation shall the order be considered valid and eligible for further processing and fulfillment.

Following confirmation, the order details are communicated to the respective artist, seller, or fulfillment entity, who shall initiate the preparation, packaging, and dispatch process. The duration of this stage may vary depending on several factors, including but not limited to the complexity of the artwork, customization requirements, artist workload, and operational constraints.

Typically, orders are processed within a timeframe of two (2) to five (5) business days; however, Users acknowledge and accept that such timelines are indicative in nature and may vary under different circumstances.

## **2. Shipping and Logistics Framework**

The Platform facilitates shipping through third-party logistics providers and courier partners, and does not independently operate or control delivery services. Accordingly, the Platform acts solely as an intermediary for coordination and communication purposes between Users, artists, and logistics providers.

Shipping timelines, routes, and delivery performance are subject to the policies, capabilities, and operational conditions of such third-party logistics partners, which are beyond the direct control of the Platform.

The Platform shall make reasonable efforts to ensure smooth coordination; however, it does not guarantee specific delivery timelines or outcomes.

## **3. Estimated Delivery Timelines**

Estimated delivery timelines for domestic shipments within India generally range from five (5) to ten (10) business days from the date of dispatch. These timelines are approximate and provided for informational purposes only.

Users acknowledge that delivery timelines may be impacted by a variety of external and unforeseen factors, including but not limited to adverse weather conditions, transportation delays, public holidays, strikes, regulatory restrictions, or logistical disruptions.

Under such circumstances, the Platform shall not be held liable for delays, provided reasonable efforts have been made to facilitate delivery.

## **4. Shipping Charges and Fees**

Shipping charges, where applicable, shall be clearly displayed at the time of checkout and must be paid in full by the User prior to order confirmation.

The Platform reserves the right to determine, revise, or adjust shipping charges based on factors such as delivery location, package weight, dimensions, fragility, special handling requirements, and logistics partner pricing structures.

Additional charges may be applicable in cases of re-delivery, remote area delivery, or special service requests.

## **5. Packaging Standards and Responsibilities**

Artists and sellers are solely responsible for ensuring that all artworks are packaged in a secure, professional, and protective manner that minimizes the risk of damage during transit.

This includes the use of appropriate materials such as bubble wrap, protective layers, rigid packaging, and labeling for fragile items where necessary.

While the Platform may provide general packaging guidelines or recommendations, ultimate responsibility for packaging quality and adequacy lies with the artist or shipper.

## **6. Shipment Tracking and Communication**

Upon dispatch of the order, tracking information shall be generated and communicated to the User through registered email or via the Platform interface.

Users are responsible for actively monitoring shipment progress and ensuring availability at the designated delivery address at the time of delivery attempts.

The Platform shall not be held responsible for missed deliveries due to User unavailability or failure to track shipment updates.

## **7. Delivery Attempts, Failures, and Re-Delivery**

In the event that delivery cannot be completed due to incorrect address details, absence of the recipient, refusal to accept the shipment, or any other User-related issue, the logistics partner may attempt re-delivery subject to their policies.

Additional charges may be levied for re-delivery attempts, which shall be borne by the User.

The Platform shall not be liable for delays, losses, or complications arising from inaccurate or incomplete information provided by the User.

## **8. Damaged, Lost, or Disputed Shipments**

If an artwork is received in a damaged, defective, or incorrect condition, the User must notify the Platform within forty-eight (48) hours of delivery and provide adequate supporting evidence, including images and the mandatory unboxing video where applicable.

Such cases shall be subject to verification and handled in accordance with the Refund & Cancellation Policy.

The Platform shall coordinate with logistics providers and artists to investigate the issue; however, final resolution shall be subject to policy compliance.

## **9. International Shipping and Customs**

International shipping may be available depending on logistical feasibility and artist capability. Users opting for international delivery acknowledge that additional charges, including customs duties, import taxes, and handling fees, may apply.

Such charges shall be borne solely by the User and are not included in the product or shipping price unless explicitly stated.

The Platform shall not be responsible for delays caused by customs clearance processes or international regulatory requirements.

## **10. Limitation of Liability**

The Platform shall not be held liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with shipping, delivery delays, or logistical failures caused by third-party service providers.

The Platform's responsibility is strictly limited to facilitating communication, coordination, and reasonable support between Users and logistics partners.

## **11. Amendments and Updates**

The Platform reserves the right to modify, amend, or update this Shipping Policy at any time without prior notice. Users are encouraged to review this Policy periodically to stay informed of any changes.

Continued use of the Platform following any modifications shall constitute acceptance of the revised Policy.

## **12. Contact Information**

For any queries, concerns, or clarifications relating to shipping, logistics, or delivery, Users may contact: [poiesis.art.gallery.pag@gmail.com](mailto:poiesis.art.gallery.pag@gmail.com)