

Terms and Conditions of Sale

1. Interpretation

1.1 In these Terms and Conditions:

"Customer" means the person who accepts a quotation from the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller and/or the person referred to in the order.

"Goods" means the work(s) of art which the Seller is to supply in accordance with these Conditions.

"Seller" means Galerie B Weil Limited, registered address 22 Chancery Lane, London WC2A 1LS, UK

"Conditions" means those terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Seller.

"Contract" means the contract for the sale and purchase of the Goods.

"Writing" includes email, telex, cable, facsimile transmission.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience and shall not affect their interpretation.

2. Basis of the Sale

2.1 These Conditions shall apply to the Contract and govern the Contract to the exclusion of any other terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All order for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.

2.3 No variation to these Conditions shall be binding unless agreed in Writing by the Seller.

2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed. In respect of such written representation, please see paragraph 11 below.

2.5 Any typographical, clerical or other error or omission in any quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders

3.1 No order submitted by the Customer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller or the Seller's authorised representative.

3.2 No order which has been accepted by the Seller may be cancelled by the Customer except with the agreement in Writing of the Seller and on terms that the Customer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the Goods

4.1 The price of the Goods shall be the price as set out on the gallery website and price lists.

4.2 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, all prices are given by the Seller on the basis of delivery to the Customer at the Seller's premises and, where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Customer shall be liable to pay the Seller's charges for transport, packaging and insurance ("transport costs").

4.3 The price is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay to the Seller.

5. Terms of Payment

5.1 The Customer shall pay the price of the Goods together with any applicable value added tax and transport costs (on delivery) within 30 days of the date of the Seller's invoice. If payment by cheque is accepted that acceptance is conditional upon payment in full on first presentation. The time of payment shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.2 If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Seller, The Seller shall be entitled to:

5.2.1 cancel the Contract or suspend any further deliveries to the Customer;

5.2.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Customer); and

5.2.3 charge the customer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above HSBC Bank Plc's base rate from time to time, until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).

6. Set-Off

The Customer is not entitled to set-off against any sums payable to the Seller in respect of the goods and monies allegedly or actually owing by the Seller to the Customer. The price is payable in full in all circumstances.

7. Delivery

7.1 Delivery of the Goods shall be made to the Customer at the Seller's premises at any time after the Seller has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

7.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence. Any failure by the Seller to deliver for reasons beyond the control of the Seller shall not allow the Customer to terminate this contract. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Customer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

7.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Customer's fault and the Seller is accordingly liable to the Customer, the Seller's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods. All liability is excluded except in respect of death or personal injury caused by the Seller's negligence.

7.5 If the Customer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

7.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs

(including insurance) of storage; or

7.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

8. Risk and property

8.1 Risk of damage to or loss of the Goods shall pass to the Customer;

8.1.1 in the case of Goods to be delivered at the Seller's premises, at the time of delivery or when the Seller notifies the Customer that the Goods are available for collection, whichever shall be applicable; or

8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Seller has received in cash or cleared funds payment in full of the price of the Goods (and all other goods agreed to be sold by the Seller to the Customer for which payment is then due) and any transport costs payable by the Customer, unless otherwise agreed in writing.

8.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Seller's fiduciary agent and bailee.

8.4 Until such time as the property in the Goods passes to the Customer:

8.4.1 the Seller shall be entitled at any time to require the Customer to delivery up the Goods to the Seller and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are and repossess the Goods.

8.4.2 the Customer will retain possession of the goods and insure them for not less than the purchase price;

8.4.3 if the work consists of more than one item the Customer will keep those items together;

8.4.4 the Customer will ensure that any identifying marks showing that the Seller owns the property are clearly displayed on the goods;

8.4.5 the goods should be stored separately from other property;

8.4.6 the Customer shall not carry out any work to the goods and ensure that the goods are kept in the same condition as upon delivery. In particular the Customer shall not carry out any work or restoration or repair.

9. Warranties and liability

9.1 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

9.3 Any representation or statement by the Seller as to the authorship, origin, date, age, medium, attribution, genuineness, provenance or condition is a statement of opinion only based on the generally accepted opinion of scholars and experts current at or about the time of sale. We do not accept any liability in the event of a change in such generally accepted opinion after the Contract is made.

9.4 All goods are sold with all faults and imperfections and the Buyer should satisfy himself by inspection as to their condition and otherwise and rely on his own judgment. The Buyer should satisfy himself as to the suitability for any particular purpose intended.

9.5 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Customer by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (whether for loss or profit or otherwise howsoever), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, except as expressly provided in these Conditions.

10. Export terms

10.1 Where the Goods are to be exported from the United Kingdom, the provisions of this paragraph 10 shall (subject to any special terms agreed in writing between the Customer and the Seller) apply notwithstanding any other provision of these Conditions.

10.2 The Customer shall be responsible for complying with any legislation or regulations governing the export from the United Kingdom or the importation into the country of destination of the Goods and for the payment of any duties thereon. This applies even if the Seller agrees to make the necessary arrangements for export and delivery abroad. It is the Customer's obligation to provide the Seller with all relevant documents no later than seven days prior to the proposed date of shipment.

10.3 If because of the intention to export the Goods the supply of the Goods is zero rated or not subject to value added tax the Customer shall take all necessary steps to export the Goods within the time limits and in accordance with the requirements of HM Customs and Excise and shall notify HM Customs and Excise of the export. The Customer shall indemnify the Seller against any claims made against the Seller for value added tax or other expenses or penalties charged by HM Customs and Excise because of the Seller's failure to observe the said requirements.

10.4 Unless otherwise agreed in Writing, the sale of the goods does not depend upon the obtaining of an export licence. It shall be the Customer's responsibility in any event to obtain such export licence. The Seller may, upon written request of the Customer, assist the Customer in obtaining such export licence.

11. Copyright

Copyright in all material produced by or for the Seller relating to the goods remains the property of the Seller and shall not be used by the Customer without the Seller's prior written consent. No representations or warranties are given that in acquiring the goods the Customer will acquire any copyright or any rights of reproduction.

12. General

12.1 No waiver by the Seller of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.2 The Contract and any interest therein is not assignable by the Customer.

12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

12.4 The Contract shall be governed by the laws of England and the Buyer hereby submits to the non-exclusive jurisdiction of the English Courts.