



ART GLOBAL GALLERY

Terms & Conditions of Sale

PURPOSE & ENFORCEABILITY

We wish and aim to have all transactions and communications clear and fine with our clients and suppliers. Therefore, it is important that you read and understand these Terms & Conditions before proceeding with your transaction(s). If there is any term that you do not understand or do not wish to agree to, please discuss it with us via email (contact@artglobalgallery.com). ART GLOBAL GALLERY online shop, is the representative of all the Artworks listed on its homepage.

This agreement applies as between you, “the User of the website ART GLOBAL GALLERY”, and us “ART GLOBAL GALLERY” and the artists presenting their work on this website. Your agreement to comply with and be bound by these Terms & Conditions is deemed to occur upon your first use of the website.

No part of this website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order has been fulfilled and is on its way to you.

PURPOSE AND EFFECT

These Terms & Conditions set out all the terms of agreement other than price between you as buyer and us as seller, in relation to the sale and purchase of the item or items identified in the invoice, which we refer to below as “the Work”. We confirm that we either own the Work or are authorized to sell it on behalf of the owner.

If you wish to rely on any variation of, or addition to these Terms & Conditions, you must ensure that the variation or addition has been agreed by us in writing.

ACCEPTANCE

The unconditional acceptance of the entire general conditions of sale is mandatory to conclude the sale agreement, by both the Seller and the Buyer. The acceptance is confirmed by a box that needs to be checked on the Artwork order form.

STATEMENT ABOUT THE WORK

With respect to the artists we represent all statements we make regarding the authenticity, attribution, description, date, age, provenance, title or condition of the Work constitute our judgment and opinion and are supported by a certificate of authenticity from the artist.

In the case of private collections, all statements we make about the authenticity, attribution, description, date, age, provenance, title or condition of the Work constitute our judgment and opinion only and are not guaranteed by us. However, before we accept a work for sale, we request papers and/or certificates endorsing the work or an affidavit from its owner as to its authenticity. If the work is purchased, these documents will be sent as part of the lot and a copy remains in our files. We do not accept any liability as a result of changes in expert opinion that may occur after the sale.

If requested in advance, we will explain the conditions of the Work at the time of sale and provide any information in our possession on the conditions you may reasonably request to make the purchase. We shall not be liable for any further deterioration of the Work, on whatever occasion, after the sale.

ORDER

The Artworks offered for sale on the Seller's website are subject to their availability. Each of the Artwork offered comes with a short explanation sheet containing information about its substrate, its dimensions, its weight and type.

To order an Artwork, the Buyer must select the Artwork of his/her choice, place it in his/her cart and provide the necessary personal information to place the order (or identify him/herself, if he/she has a User account). Before validating the order, the Buyer must check the information appearing on the order summary, and he/she can correct any potential mistakes in the items inserted.

The Buyer will not be charged for the payment before his/her purchase offer has been validated, which is done within 48 hours by ART GLOBAL GALLERY, in order to ensure the Artwork's availability from the Seller.

If the Artwork is no longer available, an email informing the Buyer will be sent within 48 hours, cancelling the order and offering him/her other similar and available options.

SALES PRICES AND TERMS OF PAYMENT

The Artworks sale price is listed on the Site in the currency set by ART GLOBAL GALLERY and includes all taxes, delivery and packaging fees.

The Artworks sale price includes packaging fees and taxes of the “Work’s” country of origin. It excludes delivery costs and taxes from the buyers country.

The payment of the artwork price by the Buyer to the Seller is made via the payment services available from ART GLOBAL GALLERY: credit/debit card or bank transfer (which terms of use available at: www.artglobalgallery.com).

Transfer of ownership happens as soon as the full price has been paid by the Buyer. Failure to pay the full price automatically cancels the sale, and the artwork is put back for sale on ART GLOBAL GALLERY’s website.

DELIVERY OF THE ARTWORKS

The delivery of the Artworks is made to the address provided on the order summary form, during the business hours and according to the procedures laid down by the carrier chosen upon ordering.

Obligations regarding the delivery of the order, meaning respecting the given schedules, the quality of the packaging for the artwork, as well as the conformity of the later are the sole responsibility of the Seller, ART GLOBAL GALLERY’s shall in no case be held liable for failure to comply by the Seller, who is entitled to lodge a complaint against the delivery service provider.

The Buyer must, as soon as he receives the order, check the condition of the artwork, and mention any doubt/complaint/reservation immediately and in writing, at the latest within 48 hours, to ART GLOBAL GALLERY, who will in turn inform it to the Seller.

PASSING OF OWNERSHIP

Full legal title to the Work will not pass to you until we have received in full in cleared funds all sums due in respect of the Work.

If you have possession of the Work before full payment has been made, you must:

- Keep possession of it, not sell it or hand it over to any other person or dispose of any interest in it.

- In the case of a Work consisting of more than one item, keep those items together.
- Keep any identifying marks showing that we own the Work clearly displayed.
- Store the Work on your premises and at no cost to us, separately from other property.
- At our request, and after we have given you reasonable notice, allow us or a third party acting on our behalf to have access to the Work in order to inspect it.
- Preserve the Work in the same state as it was on delivery and in particular, not restore, repair, clean or reframe it without our written consent.

EXPORT

If Goods are being ordered from outside the country of the artworks country of origin, import duties and taxes may be incurred once your Goods reach their destination. ART GLOBAL GALLERY or the artists are not responsible for these charges and we undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures.

As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and ART GLOBAL GALLERY or the Artists cannot guarantee that the packaging of your Goods will be free of signs of tampering.

You will be responsible for paying any taxes such as import tax, duty, merchandise, sales or user tax that have to be paid in the country of destination whether on shipment or on import or at any other time.

Unless otherwise agreed in writing, the sale of the Work is not dependent on either us or you obtaining an export license and failure or delay in obtaining a license will not constitute a basis to cancel a purchase or delay payment for it.

BREACH BY THE BUYER

If you fail to pay the purchase price in full (or if we agree with you payment by set installments and you fail to pay any one or more installment) by the due date, or if prior to you paying the purchase price in full you fail to comply with the obligations set out

above, or otherwise do or fail to do anything which may in any way imperil our ownership of the Work or the Work itself, we are entitled (without prejudice to our other rights and remedies at law) to either:

- Terminate the contract for sale, repossess the Work and claim damages for any loss we have suffered; or
- At our election, treat the sale as cancelled, and repossess the Work, in which case (and only in which case) we shall following the safe return of the Work, refund to you any part of the purchase price you have paid, after deduction of any sums due to us including but not limited to costs of recovery and restoration of the Work.

We shall also have the right to repossess the Work and cancel the sale if before you make full payment of the purchase price to us, proceedings occur in Switzerland or in the Artworks country of origin, or elsewhere involving your solvency (including but not limited to the presentation of a bankruptcy petition or winding-up petition).

If such is the case, we will notify you of the exercise of our right to repossession, and you will within seven days of such notice, return the Work to our premises at your cost and risk, or tell us where the Work is kept and allow us to enter the premises where the Work is (separately) kept and take the Work away at your cost (it is being understood that where the Work consists of more than one item, our rights of repossession extend to all such items).

RIGHT OF WITHDRAWAL

The Buyer has a period of 7 days guarantee upon receiving the Artwork to use his/her right of withdrawal with the Seller and return the artwork. The Buyer may use his/her right of withdrawal with ART GLOBAL GALLERY through sending an email to the following address contact@artglobalgallery.com explaining the reason for such decision.

If the reason is acceptable and the artwork is not damaged at all, ART GLOBAL GALLERY will then be responsible for handling the cancellation from the Buyer and shall process the refund within 7 days following the date on which ART GLOBAL GALLERY has been informed by the Seller of the reception and condition of the Artwork.

It is the Buyer's responsibility to pay for the return shipping and handling costs (including taxes, custom fees and whatever cost shall arise) of the Artwork to the Seller. The refund applies to the price of the artwork paid by the Buyer minus the shipping and handling costs (including taxes, custom fees and whatever costs arose) originated from the first envoy.

The returned artworks that are damaged or dirtied by the Buyer shall not be accepted, nor refunded; ART GLOBAL GALLERY reserves the right to decide at its sole discretion.

Any refund will be made once the artist or ART GLOBAL GALLERY has received the returned artwork in good condition and without legal conditions of any kind.

INTELLECTUAL PROPERTY

The Seller guarantees that he/she is the author of the ceded Artwork and that the later does not violate any laws, regulations and standards in force, or affects the rights of third parties.

He/she commits to protect ART GLOBAL GALLERY and the Buyer in case of any action brought by a third party about the ceded artwork, as part of the warranty of quiet possession.

Upon the sale, the Seller assigns to the Buyer the material substrate of the artwork (the artwork itself) and its representation rights on the artwork.

The Seller (the Artist) retains at all times his/her moral right on the artwork and as well the rights regarding its reproduction. If at any future moment the Buyer wishes to reproduce the artwork he/she must have written permission from the author and if necessary pay the agreed premiums.

DATA PROTECTION

ART GLOBAL GALLERY gathers and retains the Buyer and the Seller's personal data to ensure proper execution of these terms. The User has a right of access, modification, correction and deletion of his/her personal data processed via the Site, and the right to object to the communication of such data to third parties on justified grounds by sending a request to the following address: contact@artglobalgallery.com.

ART GLOBAL GALLERY reserves the right to retain certain data in order to justify, when necessary, the perfect execution of their contractual or legal obligations. The stored data will be limited to what is strictly necessary for the operation of the service.

ART GLOBAL GALLERY is committed to take all necessary measures to best protect the confidentiality of the information provided by the Seller and the Buyer.

LAW AND JURISDICTION

These Terms & Conditions and any non-contractual obligations arising from or in connection with them shall in all respects be construed and take effect in accordance with Swiss law.

If you are purchasing the Work as a consumer, the courts of Switzerland will have non-exclusive jurisdiction in relation to any dispute (a) arising from or in connection with these Terms & Conditions or (b) relating to any non-contractual obligations arising from or in connection with these Terms & Conditions. If you are not purchasing the Work as a consumer, the courts of Switzerland will have exclusive jurisdiction in relation to any dispute (a) arising from or in connection with these Terms & Conditions or (b) relating to any non-contractual obligations arising from or in connection with these Terms & Conditions.