



Terms / Refunds / Privacy Policy

JUAN AND CO (PTY) LTD (REG NO: 2020/201503/07) T/A LUX ART GALLERY

(hereinafter referred to as *The Gallery*),

WHEREAS, the Artist has created the Work and has full right, and interest therein; and

WHEREAS, the Artist wishes to sell the Work; and

WHEREAS, the Collector/Buyer/Client has viewed the Work (online/digitally/in person) and wishes to purchase it;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations, covenants, and conditions hereinafter set forth, and other valuable considerations, the parties hereto agree as follows:

1. Sale.

The Artist hereby agrees to sell The Artwork to the Collector/Buyer/Client, by representation of LUX Art Gallery. Title shall pass to the Collector/Buyer/Client at such time as full payment is received by The Gallery pursuant to Paragraph 4 hereof.

2. Price.

The Collector agrees to purchase the Work for the agreed upon price and shall also pay applicable transportation/insurance/delivery of The Artwork, if so agreed.

3. Payment.

Payment shall be made in full within 7 days on receipt of The Invoice and upon the signing of this Agreement. The Invoice and this Agreement, shall be presented to the Collector/Buyer/Client in one shipment, either via mail, electronic mail or courier.

4. Delivery.

The [] Artist/Gallery [] Collector shall arrange for delivery to the agreed location within the given timeframe of the shipping company. All shipping (Local/National/International) and Insurance is the responsibility of The Gallery/Artist and is included in the retail price of The Artwork.

5. Risk of Loss and Insurance.

The risk of loss or damage to The Artwork and the provision of any insurance to cover such loss or damage remains the responsibility of the Gallery/Artist from the time of shipment until The Artwork reached the final delivery address and destination as specified in point 5 above. Should this address not be the final address of the Artwork, the remainder of the shipment from the address specified in point no 5 above, to the final destination of the Artwork will then be the responsibility of The Collector/Buyer/Client.

6. Copyright and Reproduction.

The Artist reserves all reproduction rights, including the right to claim statutory copyright, of the Artwork. The Artwork may not be photographed, sketched, painted, or reproduced in any manner whatsoever without the express, written consent of the Gallery/Artist. All approved reproductions shall bear the following copyright notice:

by (Artists name)(Year ____).



The above is also pertinent and important for the photography of the art, for personal social media purposes, in which case The Gallery and The Artist is to be credited in said updates and posts.

The Gallery and The Artist undertakes that The Artwork will remain original and will/shall not be reproduced for any other commercial/commissioned use by The Artist.

7. Returns and Refunds.

As pursuant to the terms of purchasing outlined on The Gallery's website, the Collector/Buyer/Client shall have 7 business days to request a return by **phone and email** to The Gallery/Studio within that 7 business day period from time of delivery to schedule the return. The Artwork must be returned immediately through the same delivery carrier as delivered, must be packaged in the same packaging and materials as delivered, and The Artwork must be in the exact condition as delivered. Upon return receipt of the Work to The Gallery/Studio, and upon inspection of the painting, and if the artwork is found to be in the exact condition as sent to the Collector/Buyer/Client, a refund will be processed for the cost of the Work only (less cost, return shipping and insurance costs) through the same payment method used by the Collector. The Collector/Buyer/Client is responsible for any and all return shipping costs and adequate insurance in the amount of the selling price of the painting. Return insurance must be purchased by the buyer/client/collector. The Collector/Buyer/Client is responsible for any damage to a returned piece of artwork, unless determined that the carrier is at fault for damages.

8. Miscellaneous.

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

This Agreement shall be governed by the laws of The Government of The Republic Of South Africa and any other Government/State laws in the "dealing and selling/purchasing of art and artworks" globally.

9. Cancellation/Withdrawal of offer.

This agreement and receipt of the invoice is a commitment of that of the Collector/Buyer/Client who intends to purchase the said Artwork specified in this agreement. The Collector/Buyer/Client has 7 business days from receipt of this Agreement and the invoice to effect The Gallery with full payment, in which case not fulfilled The Gallery will deem the Artwork as "not sold" and will re-assign The Artwork for sale and market The Artwork for sale. Should the Collector/Buyer/Client intend to withdraw this Agreement, it must so be noted in writing within the 7 business days after receipt of this Agreement and Invoice.

10. Privacy of personal information and use of the Online Gallery.

The Gallery is a law abiding juristic person, and is under law (South African) obliged to follow the requirements and regulations of the protection of personal information. This extends to all parties involved in the buying/trading/use of LUX Art Gallery and www.luxartgallery.net. By making use of our online gallery, you agree that you are older than the age of 18, as some of the artwork does contain nudity. By making use of our online gallery you agree that we may send you our latest news and updates. Juan And Co (Pty) Ltd and LUX Art Gallery is not permitted to extend any personal information of any party, to any third party, unless required by law with an official order.